

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS**

DARIAN WOODBRIGHT, MELANIE FURNISS, )	
BOBBIE POPE, ROBERT MAININI, and )	
JACQUES PIERRE MEURET, )	
<i>on behalf of themselves and others</i> )	
<i>similarly situated,</i> )	
	) NO: 24-cv-4611
Plaintiffs, )	
	) JURY TRIAL DEMANDED
v. )	
	)
HEALTH MATCHING )	
ACCOUNT SERVICES, INC. )	
	)
Defendant. )	
	)

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**CLASS ACTION COMPLAINT**

Darian Woodbright, Melanie Furniss, Bobbie Pope, Robert Mainini, and Jacques Pierre Meuret (“**Plaintiffs**”), by and through their undersigned counsel, individually and on behalf of others similarly situated, bring this action for damages and equitable relief against Health Matching Account Services, Inc. (“**Defendant**” or “**HMA**”) and state as follows:

**I.**  
**NATURE OF ACTION**

1. Plaintiffs bring this class action against Defendant for the harm HMA caused to Plaintiffs and similarly situated consumers in connection with HMA’s deceptive and unconscionable bait and switch offering of health savings accounts.

2. HMA, led by Elliot Gorog and his mother Regina Gorog, offers an account system whereby consumers deposit funds with HMA and draw on those funds using debit cards with medical providers and HMA promises to match the amount deposited in the accounts. Consumers agreed to pay a monthly fee to HMA in exchange for that benefit.

3. The catch is if a consumer fails for any reason to make a monthly payment HMA

could keep the balance of the account.

4. HMA's business model was only profitable if consumers defaulted on their monthly payments, thus enabling HMA to confiscate the account balance.

5. As of 2022, all of HMA's customers were parties to a Primary Holder Contracts (attached hereto as Exhibit "A") with HMA and were dutifully paying their fees and using their accounts as planned.

6. In late 2022, HMA unilaterally and without providing additional consideration or opportunity for consumers to receive a refund of monies in their accounts, or any of their previously paid monthly maintenance fees, materially changed the rules, by eliminating and/or materially reducing the consumers' ability to access and use their funds through a debit card, making it more difficult to make a claim or receive reimbursement, and reducing the number of claims paid, which caused consumers to lose material benefits without return consideration—benefits they had and were promised when they contributed the monies in their accounts and paid monthly maintenance fees to HMA—and forced consumers to choose between at least two unfair and unconscionable options: (1) discontinue making monthly contributions and paying monthly fees and lose all monies in their accounts; or (2) continue making monthly contributions and paying monthly fees for materially different and reduced services than they bargained for, in order to not lose all of the monies in their accounts.

7. This action seeks damages for the uniform breach of contract suffered by all class members.

**II.**  
**JURISDICTION AND VENUE**

8. This Court has original jurisdiction under 28 U.S.C. §1332(d) because the amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and this is a class action of more than 100 potential class members in which Defendant is a citizen of Texas while Plaintiffs are citizens of other states.

9. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b) because a substantial portion of the events giving rise to this action occurred in this district, in that Defendant's misrepresentations and omissions were connected to Defendant's actions in this district, and the Contracts at issue stipulate for jurisdiction in Harris County, Texas and application of Texas Law.

**III.**  
**PARTIES**

10. Plaintiff Darian Woodbright is a natural person who at relevant times was domiciled in and a citizen of Oklahoma and was a party to a 2022 Primary Holder Contract.

11. Plaintiff Melani Furniss is a natural person who at relevant times was domiciled in and a citizen of Georgia and was a party to a 2022 Primary Holder Contract.

12. Plaintiff Bobbie Pope is a natural person who at relevant times was domiciled in and a citizen of North Carolina and was a party to a 2022 Primary Holder Contract.

13. Plaintiff Robert Mainini is a natural person who at relevant times was domiciled in and a citizen of Arizona and was a party to a 2022 Primary Holder Contract.

14. Plaintiff Jacques Pierre Meuret is a natural person who at relevant times was domiciled in and a citizen of New Mexico and was a party to a 2022 Primary Holder Contract.

15. Defendant Health Matching Account Services, Inc. is a Texas corporation that maintains its principal place of business in Houston, Texas.

**IV.**  
**FACTUAL ALLEGATIONS**

**A. HMA’S HEALTH MATCHING ACCOUNT AND ORIGINAL BUSINESS MODEL.**

16. In or about 2016, HMA launched a product called a Health Matching Account, which was set up like a Health Savings Account, with spending allowed on items defined by 26 U.S. Code § 213(d), but unlike a traditional Health Savings Account, consumers fund HMA accounts with post-tax dollars, so there is no actual need to strictly enforce the § 213(d) requirements, other than to make it more difficult for consumers to utilize their contributions.

17. The sales pitch to consumers was that in exchange for paying a monthly fee to HMA (which is higher than those traditionally charged for a Health Savings Account), consumers could fund and save money over the course of years in an HMA account, which they could freely access and utilize for health care expenses with a debit card. *See Ex. B* (HMA Booklet attached hereto and incorporated herein by reference).

18. But, in reality, consumers could obtain those same services for a lower monthly fee and without § 213(d) restrictions or minimum monthly contribution requirements, by opening a bank or savings account with debit card privileges.

19. So, to sweeten the deal—HMA agreed to match contributions by the consumer, up to a certain amount, so that if the term of funding the plan was completed, with no reimbursements filed, the consumer’s account would double in value. *See Ex. A at Ex. 1, pgs. 11-13 (Tables).* For example, if a consumer selected the “HMA 50000” option, in addition to paying a monthly maintenance fee throughout the life of the account, a consumer was required to make continuously monthly contributions to his or her account in the amount of \$605.00 (totaling \$7,260 of contributions for the first twelve months – column 2 below), with a matching amount provided by HMA (with the match amount equaling the difference between the figures in third and second

columns:

Product: HMA® 50000		
Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$7,260	\$9,900
24	\$14,520	\$27,000
35	\$21,175	*\$50,000

...

**\*Target account balance cap has been met**

Tables assume no reimbursements filed. Sample Maintenance Fees included. When a medical reimbursement is filed using the HMA® Medical Reimbursement Card, the reimbursement amount is subtracted from the owner's current HMA® account balance. The following month's contribution will be used to rebuild the account balance towards its target, account balance cap.

Monthly contribution amounts vary based on the number of family members on the plan. The HMA® 2500 and HMA® 5000 plans have no additional charges, but starting at the HMA® 7500 level, additional monthly charges applied are \$5 additional for the first spouse or dependent and \$10 additional per month for the second or more dependents.

*See id.* at pg. 12.

20. Plans varied by the savings cap, ranging from \$2,500 to \$60,000. *See id.* at pgs. 11-13.

21. Each plan required the consumer to pay a monthly fee and contribution totaling between \$40 and \$725 per month depending on the savings cap for the plan. *See id.*

22. Each plan required a monthly contribution to the plan until the cap was reached, and thereafter, the consumer was still required to pay a monthly maintenance fee.

23. So long as the Plaintiffs and Class each kept paying the monthly maintenance fee and monthly contribution amount, their accounts would grow with matching contributions by Defendant, and the funds in the account could be easily accessed and used with a debit card.

24. If the Plaintiffs and Class each did not pay their monthly fees and contributions, the balance of their accounts would be confiscated by HMA.

25. The Plaintiffs and Class each were led to believe they could grow their accounts for later use on an otherwise uninsured medical expense and reap the benefit of the matching, with a provider of their choice, utilizing a debit card.

26. The HMA business model, however, was not sustainable for HMA as offered. The

matching was too generous and the fees were too low to be profitable.

27. Accordingly, HMA was designed with the intention that many consumers would quit and surrender their account balances before HMA had to match the contribution or fund the consumers' medical expenses.

28. Indeed, the only way HMA's business could be profitable was if customers did not fully utilize their accounts and breached their agreements or otherwise quit (or died) while funds were in their account.

29. Before engaging in the business, the principals of HMA engaged an actuarial consulting firm, Milliman, to measure the likelihood of consumers failing to follow through with the plan after beginning to make contributions.

30. Much like insurance, HMA also benefits if claims are not fully paid, but since HMA is not a licensed or authorized insurance provider and lacks the ability or bargaining power to negotiate mass bulk discounts with providers, HMA needed to achieve its profits on the backs of unsuspecting Plaintiffs and Class Members.

**B. FROM 2016 TO FALL 2022, PLAINTIFFS AND CLASS MEMBERS CONTRACTED WITH HMA.**

31. Plaintiffs and the Class were each parties to contracts with HMA, which provided that their medical expenses would be paid using an "HMA Medical Reimbursement Card," which was a debit card. Each of Defendant's unilateral iterations of the contract included specific reference to the card as the mechanism for payment of 213(d) expenses. *See e.g.*, Ex. A (Contract).

32. The use of cards to quickly access funds in the HMA accounts was a material term of the contract that induced Plaintiffs and the Class to contract and deposit funds with HMA.

33. Further, as long as an expense for a provider was permitted under Section 213(d), Plaintiffs and the Class could see whatever provider they wished, without limitation or the hassle

or inconvenience of surveying which providers were in-network, out-of-network, or would accept submit and payment from a non-insurance third party such as HMA. This too was a material term of the contract that induced Plaintiffs and the Class to contract and deposit funds with HMA.

**C. BEGINNING IN THE FALL OF 2022, HMA UNILATERALLY MADE MATERIAL CHANGES TO THE PROGRAM TO INCREASE THE CUSTOMER ATTRITION RATE AND THEREBY INCREASE HMA'S PROFITS.**

34. By 2022, HMA was rolling with, according to Elliot Gorog's statement on a Zoom call with brokers, 52,000 customers actively using the services and keeping up with their monthly obligations.

35. Although HMA had successfully induced tens of thousands of customers to contract with HMA, HMA needed the rate of attrition of customers who quit and surrendered their account balances to increase, and the number of claims and amount paid on claims had to decrease, in order to maximize profits. Consequently, something had to change.

36. Beginning in the fall of 2022, HMA began making a series of radical and unforeseeable changes to their business model, ultimately changing from an easy-to-use debit card service to requiring customers to jump through hoops and personally submit claims for approval, and later requiring unsuspecting medical providers to negotiate payments with HMA just like an insurance company.

37. HMA's radical breaches of contract between 2022 and 2024 enabled HMA to confiscate millions of dollars in account balances, and for those customers that did not immediately quit and surrender their entire account balance to HMA, HMA received millions of dollars of additional monthly maintenance fees as ransom while holding their customers' health savings hostage.

38. On October 12, 2023, HMA discontinued the use of Medical Reimbursement Cards. *See Ex. C* (Email attached hereto and incorporated herein by reference).

39. Nothing was given by HMA in exchange for this material change, and despite the radical change in plan administration and ability of customers to freely and easily access and utilize their funds to pay for medical expenses, HMA did not allow offer Class Members a refund or otherwise allow them to withdraw funds from their accounts.

40. Discontinuing the use of the Medical Reimbursement Cards was a material breach of the contract with each Plaintiff and Class Member.

41. HMA claimed it could unilaterally make material changes to the Contracts, including changes that materially deprived Plaintiffs and the Class of the benefit of their bargain, because HMA included an unconscionable and legally invalid, void or voidable “gotcha” in the Contracts:

It is your responsibility to read and review the provisions in this Contract. If we do not hear from you within 7 days of any objections to the provisions in this Contract your agreement with HMAS® will be in force under the terms and conditions in this Contract or any other amendments to this Contract that are subsequently put in place.

*See* Ex. A at pg. 1.

42. It does not work that way. A party to a contract cannot unilaterally change the terms while holding onto the money. The law in Texas is clear: “Amendments and modifications to contracts must also be supported by consideration in order to be valid.” *See generally Hathaway v. Gen. Mills, Inc.*, 711 S.W.2d 227, 228 (Tex. 1986); *see also Hill v. Heritage Res., Inc.*, 964 S.W.2d 89, 113 (Tex. App.—El Paso 1997, pet. denied) (recognizing that a contract modification must satisfy the elements of a contract, and therefore, there must be a meeting of the minds supported by consideration). The consideration given for an amendment, however, may not be predicated on the consideration already given in the existing contract, or in other words, a promise to fulfill a pre-existing obligation cannot serve as consideration for an amendment to a contract. *See e.g., Dupree v. Boniuk Interests, Ltd.*, 472 S.W.3d 355, 367-68 (Tex. App.—Houston

[1st Dist.] 2015, no pet.); *FCLT Loans, L.P. v. United Commerce Ctr. Inc.*, 76 S.W.3d 58, 60 (Tex. App.—Eastland 2002, no pet.).

43. When HMA attempted to unilaterally change the material terms of the Contract without return consideration, and discontinued providing material services and/or benefits to the customer, without providing customers with the ability to receive a refund of monies in their accounts, or refunds of monthly maintenance fees charged by HMA, HMA intended to and did in fact deprive customers of the benefit of their bargain.

44. When HMA canceled the Medical Reimbursement Cards, HMA engaged Claims Choice in Royal Oaks, Michigan to act as a third-party administrator of claims.

45. The CEO of Claims Choice, Phil Burghardt, subsequently reported the following on an October 7, 2024 phone call:

- a. Elliot Gorog told him via text message that Gorog hoped customers would stop paying because the claims process was now so difficult;
- b. HMA made over \$20,000,000 in revenue off of confiscating customers' accounts;
- c. All matching was phantom and money never actually was added to client accounts as promised (this also constitutes a material breach of the Contracts);
- d. Claims Choice was never paid for its work on behalf of HMA and Claims Choice commenced an arbitration seeking over \$500,000 owed; and
- e. Claims Choice advanced payments for HMA customers and HMA refused to reimburse over \$70,000 spent directly on health care for HMA customers.

46. On or about May 9, 2024, HMA discontinued routing claims through Claims Choice, and instead, provided an insurance-like ID card to customers, which customers were supposed to give to their provider. *See* Ex. D (Email attached hereto and incorporated herein).

47. In connection therewith, HMA required providers to submit claims directly to HMA, which was also a material change to the Contract without return consideration.

- 48. Changing the program to require providers to submit claims for payment to HMA

was also a material change to the Contract without return consideration, and a material breach by HMA.

49. When Plaintiffs and the Class Members entered contracts with HMA, they were able to pay their providers instantly and directly with a debit card, and their providers were not forced to hunt for payment or jump through any hoops to receive payment from a non-insurance third party whom they did not know and had not dealt with. Many medical providers, including primary care providers, were unwilling to jump through hoops in hopes of receiving payment for services rendered from HMA, a non-insurance third party.

50. When customers signed up, and began funding their accounts with their hard-earned money, HMA led them to believe that they could see—and use their contributed money in their account to pay via a debit card—any medical provider whatsoever. Indeed, when customers contracted with HMA, there was no such thing as an in-network or out-of-network provider, but because of HMA’s unconscionable changes in policy, customers were forced to locate the hungry medical providers who were willing to spend time and effort hunting down payment from HMA.

51. To make matters worse, and in an effort to further increase customer attrition, the Class Members’ medical providers who complied and submitted claims directly to HMA were rudely greeted with a fight over the amounts charged, and have to deal with unprofessional behavior by HMA.

52. HMA would childishly submit partial payment and put a note on the check that acceptance of partial payment was a waiver of any claimed amounts, stating as follows:

Acceptance and deposit of payment represents acceptance of full and final payment for a compromised settlement and is full accord and satisfaction of the charges.  
Acceptance of assignment is a waiver of the right to balance bill.

53. Medical providers had little tolerance for HMA’s shenanigans, prompting them to seek payment directly from Plaintiffs and the Class for the outstanding balances HMA refused to

pay—with Plaintiffs and the Class’s own money.

54. HMA also deducted from customer accounts the *full* amount charged by providers, despite only making *partial* payment or making *no* payment at all to the providers.

55. HMA also paid supposedly participating pharmacies only a fraction of the amount owed, but then deducted the entire amount from Class Members’ accounts, thus stealing and skimming thousands of dollars from Class Member accounts that was not actually paid.

56. Not paying the full amount of claims was a material breach of contract. Likewise, deducting money from customer accounts that was not paid was also a material breach of contract.

57. Misrepresenting to Class Members what was paid, and keeping the difference, is bad faith and constitutes theft.

58. In the summer of 2024, in an effort to further increase attrition and increase profits at the expense of customers, HMA began refusing to pay providers unless they submitted an estimate of benefits and a W-9.

59. HMA even refused to pay providers that were previously paid by Claims Choice based on a myriad of new HMA-invented exclusions.

60. HMA also debited customer accounts when claims were submitted, while waiting months to pay some or all of the allowed claims.

61. HMA has an economic incentive to pay as little as possible and induce their customers to quit and leave their account balance behind.

62. HMA erroneously believes it can do whatever it wants to service the accounts because of its unilateral and unconscionable “amendments” of contracts without return consideration or ability to withdrawal money in the accounts or receive refunds of maintenance fees paid.

63. As a result of the cavalcade of breaches, Plaintiffs and the Class cannot realize the benefit of the bargain and are deprived of the benefit of the money each has in their HMA account.

64. Plaintiffs and the Class are effectively locked out of using their accumulated benefits, or forced to pay monthly maintenance fees for lesser services than they bargained for while they attempt to deplete the funds in their accounts over time through authorized medical expenditures.

65. Plaintiffs and Class are paying a monthly maintenance fee ransom to maintain any hope of receiving or utilizing their health savings that are sitting with HMA.

66. Tens of thousands of individuals have been victimized and HMA continues unabated.

67. Plaintiffs' complaints are not unique and have been repeated to the Better Business Bureau (<https://www.bbb.org/us/tx/houston/profile/health-savings-administrators/health-matching-account-services-inc-0915-90064778/complaints?page=1&status=>) who rates HMA an F based on these complaints:

DATE	BBB COMPLAINT
11/26/23	I have about 1300+ in my HMA and been trying to use it (with no solutions from HMA/claim choice or the insurance agent that sold it to me). I tried to use my funds I have built up since October 19, 23. 20+ calls that have not lead to me using my funds. Mostly me leaving vmail & no return call. Initially we choose this as it had a debit card where I have not had to create an account as that is to much given disabled .... I found out from the insurance agent, Christine ***** 352-358-**** informed me that they are no longer using the debit card system. I eventually talked to at HMA or claims choice and told I had to fill out HMA provider claim reimbursement submission form for 3 practices but basically the HMA company wants them to bill, that is not required by law as my main dr office is only required by federal law. I asked 20+ times for a new debit card or a new card, weird new card says the effective date is 12/31/23 so seems like I can not access my funds. I am to create an account online so the info of the change was never disclosed to me, and the automated system still says we can use our HMA debit card. Asked for a new card which I never got, I just

	eventually got the card from the post office sent to my old address due to ME forwarding. I was told an agent would call but canceled my appt as I didn't have the money to prepay and this is holding up my treatment ....
11/9/23	When I signed up for this program through their agent, I was told that a debit card would be provided which I could use to draw from my balance for medical expenses including OTC purchases at a pharmacy. I have used that debit card for two plus years. As of October 2023, the debit card was replaced with an ID card, requiring a medical provider to call and confirm eligibility and availability of funds. This has caused confusion on my part and on the part of my medical providers. My regular pharmacy does not do phone in approvals. My chiropractic office was told by ClaimChoice, HMA's new partner that this is not Health Insurance and were left wondering how to get payment for my insurance copay! I have an MRI scheduled, and the hospital called today requesting a pre-registration co-pay of \$50. As I no longer have a debit card, I had to pay by my personal debit card - HMA no longer accepts claims for out of pocket payments. HMA have moved the goal posts and changed their terms of service by removing access to my funds. I request a refund of all of my payments made over the last two plus years!
11/9/23	9-16-23 \$84.00 x 2 = \$168 I am extremely frustrated with this company. I have called and asked for a break down of my monthly contributions and the lay out of THEIR contribution. They claim they don't have one. I asked what they are contributing and so far a \$50 dll MONTHLY fee which is chipping away MY contribution. I sent them countless emails as well and called and I'm on hold for long periods of time. I have managed to speak w/ one representative but no real information was provided. Therefor I am requesting a refund of MY ENTIRE contributions. They claim I only have \$30 dollars worth to use for services. I am demanding a full refund of my funds. This company is a scam. BE WARE
11/8/23	This company introduce a health matching account debit card. They have deactivated the debit card. I have paid 5000 dollars into this fraudulent program they advertised as a health matching saving account! I would like my money returned!
12/14/23	HMA account had credit card to use for almost a decade. With out any notice they took the ability to use the card away and all the money I have in the account. (7400\$!!) and out of no where turned the whole system upside and wont let you have access to you HMA savings unless you jump through a bunch of hoops. Versus for almost a decade being able to pay for procedures, now they want to be an insurance company and analyze every purchase. HMA is no acting as the gate keeper to consumers money and being the judge and jury as to how and IF you can spend it. I keep getting denied services due to shady business practices being carried out.

12/20/23	Regarding the changes in the HMA card, this has been a frustrating process that hasn't been fluid or effective. The original idea of the credit card was a positive one as most HMAs or FSAs have some kind of debit card process. However, I have a express scripts/mail order service for pharmacy so the card didn't allow for online transactions but instead a physical one. That didn't work out so well. When the transition occurred from the credit card to the "insurance type" looking card, this has been a disaster .... This is fraudulent. I have thus far put in. The site claims the following "You can access your HMA plan benefits to pay for your qualifying needs by presenting your HMA Medical Benefits ID Card to your health care providers at the time of service, and the amount will be deducted from your current amount of HMA medical benefits at the time of your medical claim" Thus far I have a balance of \$697.80 that has yet to be reimbursed, but I have provided receipts of CPAP equipment, itemized doctor's visits that has been paid already. The visa credit card stopped working and the insurance like card provided no one knows or able to add or used or reimbursed for any medical expenses. They are NOT an insurance company. Judy
1/29/24	They are supposed to pay all co pays for insurance at the time of service which never happens. Get the run around ever time I try to use my own money.
2/2/24	Health Matching Account was suggested for an account to put money so that if I encounter or accumulate medical bills that require payment out of my own pocket I would be able to use this money to pay those depts. This Company takes a determined amount out of my bank each month. Its a continued contribution to reach a determined amount by Me, however when I have to use any of the funds, I will continue to build on my HMA account. They have not honored paying my submitted hospital bills and though I have reached out several times to get this taken care of they just give me the run around. They deny receiving my bills, which Is an out right lie! I have even sent the invoices through email. So I know they have and are just avoiding paying them with My Money!! Now they have been acting like they are a billing charge demanding I pay the monthly amount I had previously chose to put in my account, and are denying me access to my HMA account. My hospital bill is now 3 months outstanding and the 1,255.00 I have in the HMA account is being withheld from me and any medical bills I accrue. I refuse to contribute one more penny until they pay my Hospital bill which is 840.00 dollars. I want my money in HMA used to pay this bill!!!!
2/23/24	HMA recently swapped to a new ID card to be offered to health care providers to get reimbursed, used to be a debit, but no healthcare provider has successfully been paid by them yet....out of 5 various service providers. Do not invest in this fraud.

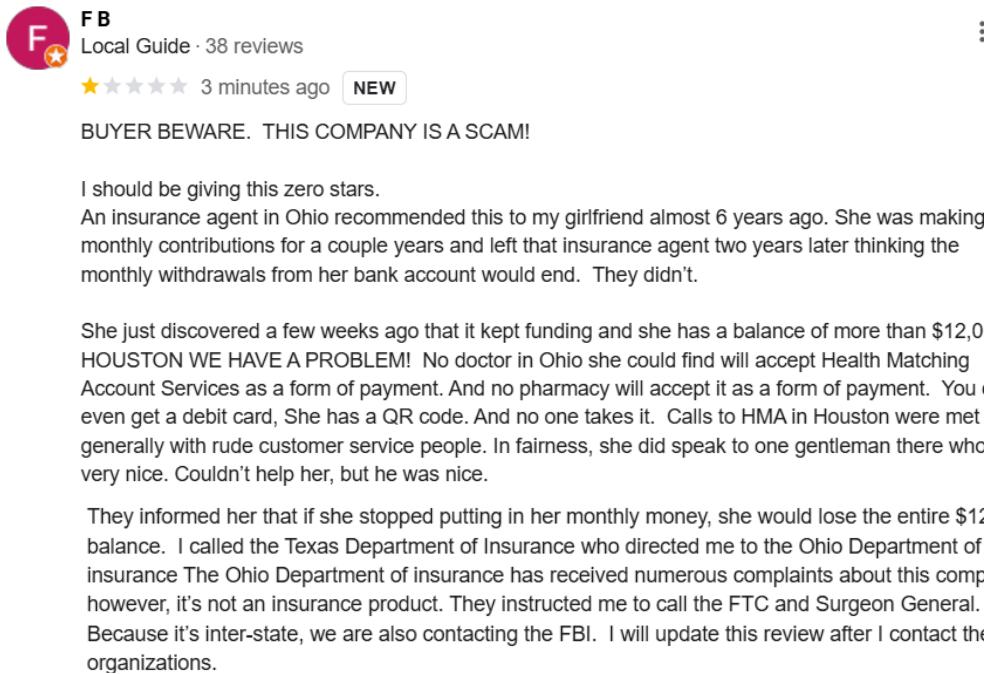
2/28/24	<p>I registered for this service November of 2023. I thought this would work like a health savings account where I could pay for things and ask to be reimbursed. I tried to use it for the first time after putting \$360 inside for a chiropractor visit of about \$60. I tried to get reimbursed on their website and never heard anything after a month. Then I get this lengthy email that was longer than a novel and said essentially they told all customers in October that their policy was changing and they will only give a card and the doctor is expected to call them. I didn't even sign up until November so sorry I must have missed that communication months before I signed up. My chiropractor doesn't take any insurance and anyway when you call they just hang up on you and say they will call you back. In the bottom of their email they say "However, if your medical provider chooses to be difficult, and not work with us, it is that relationship with your medical provider that should come into question." So they are a massive pain to work with, they won't return my own money to me, and if my chiropractor doesn't take insurance or put up with their insanely complex processes then they are insulting my doctor now? This company is a complete scam.</p>
3/5/24	<p>I have been a customer for over 4 years with the Health Matching Account. With their recent changes to the system, they CLAIM, that it is an easy process. WELL every single doctor I have been to has refused to take it. There is almost 3,000 dollars in my account and I can't even use it!!!! Not for ALL the listed approved services this card will cover as well as prescriptions. Walgreens will not even use it! And if you cancel and stop making your payments they take your money!!! Yesterday I went to Stanton Optical for a vision test and new glasses and contacts. They completely refused to take this option. I'm at a loss for what to do, how do I make a complaint with the government to have this looked into? This is robbery!!!! Class action lawsuit? File a complaint with the FCC? IM AT A COMPLETE LOSS AND FEEL COMPLETELY TAKEN ADVANTAGE OF</p>
3/5/24	<p>This Company unilaterally changed the agreement of our contract and since last October, we had nothing but problems. They don't honor the card and changed it. We have to pay out of pocket and claim refunds for our own money, but they made it so difficult that it's been impossible for me to claim. Always a reason not to refund. Timing, not the right receipt, not with Medicare, something wrong on the form, etc... I'm placing a complaint with the BBB. Maybe, if we are enough, we can file a class action! It was a Health Matching Account to pay for our copays, dentist, chiropractor, medical expenses, prescriptions and more. We had a contract, they were taking \$145. a month to pay for medical expenses and build an account till \$10,000. Since last October, they changed the rules and the agreements on the contract without our authorization. Most clients are very very unsatisfied, look at the reviews online. I sent emails, and phone calls and they don't return my calls or answer my emails. I called my bank today and stopped all future payments and would like my</p>

	money back. That's why they don't answer my emails or call me. Balance in my account is \$5482.11. And they owe me \$2256. for medical refunds.
3/5/24	I subscribed to this HMA as a way to offset covered medical expenses. Every month for 2+ years I have deposited \$40 to my account and have made only one or two claims. Now they have a different method of processing claims, but I cannot even get this new member card as promised. Calls are never answered and if I get a callback, the person promises to overnight my material, email, etc. After MONTHS of this, I am furious! I have some dental expenses I need to use some of my funds to pay and cannot even get anyone to help me.
3/6/24	I purchased this Health program when I couldn't get health insurance. I paid my dentist for a procedure. This program is suppose to reimburse the money I paid and it has been since 1/29/24 still nothing. Should never take this long for payment. My Dentist is also waiting for a payment. We called they said they are 30 behind. Unacceptable. The amount is 175.00
3/13/24	HMA has been auto withdrawing \$84 a month since February 4, 2022, with the stipulation that when medical necessities come up they will pay out said claims. I have only been able to get them to pay for one claim for eyeglasses since I've had this account. My doctor's office has tried calling the provider # numerous times over the last 2 months to find out what they need to submit in order to get them to pay for my neck decompression treatments so as to avoid my having neck surgery. Each time they have called they either got transferred to a machine or hung up on. Since then, I've been trying to reach HMA to cancel my account because I believe that the company is ripping people off; however, every time I've called the (713) 850-8534 number that they provide, all you get is a voice message saying that all the customer service people are busy and they will call you back (and then it hangs up). I have a feeling that this business is going out of business and my \$\$ will be lost!! I finally tried sending them an email to <a href="mailto:customercare@healthmatchingaccounts.com">customercare@healthmatchingaccounts.com</a> on 2/29/2024 and demanded they cancel my account and do not take another penny, but they never responded and drafted my account again on 3/5/2024. What can I do? I am so furious.
3/18/24	This company is not processing claims. They have made it impossible to get paid for services even if you send an itemized bill. The customer service has a very scripted answer. They will not let you speak to claims or management, but they ensure claims will get updated at the end of the week every time you call. If you cancel your service, they keep the money in your account. They didn't notify me when they stopped accepting claims so I will have another bill that will never be taken care of. I just want to get reimbursed for the high vet bills from the money I pay every month. I am not sure if there is legal action that can be take because my complaint is just as everyone else's. They will not pay you back and keep

	<p>giving scripted answers that they are backed up. Emails go unanswered and they are literally stealing money. I just want my claims paid because the \$1067 and \$450 I am waiting on is a lot of money. Can this company be looked into on a federal level? They are stealing thousands of dollars and hurting people.</p>
5/22/24	<p>Joined HMS 11/23/2022. Paid into my account \$7088.40. When I started they allowed you to file your claim with receipt for reimbursement. Then they changed this and issued a credit card, but this card would not work since I have 7 members of family and the card must be present at every dr appt-even though we all go to same dr. Recently, they will not allow us to file our own claims, but issued a HMA card with numbers for providers to call to verify benefits. After each visit, my providers were not members of HMA so I would check the box asking HMA to contact provider. Now they changed and the company handling contacting providers no longer works with HMA&gt; Now I have listed on their website the providers I use and they shot back that Great News! They all accept HMA--My primary care dr was never contacted nor agree to filing as he is a cash business-no insurance. Just got off the phone with Dentist and same issue. When the providers call the number of back of the card--there is never an answer. I also asked to reduce my contributions twice and each time they say a member of management must call me back---Never received a call to reduce benefits</p>
5/25/24	<p>I signed up for a Health Matching account in May 2023 and have been paying \$140 into my account every month. In January 2024 I submitted a claim and my doctor's office also submitted a separate claim. Neither bill has been paid from my account. The customer service people state that can't give me any information but will have a supervisor call me. I have called repeatedly because I have not heard from a supervisor. I was told the supervisor would call that day it has been almost a month. I have sent emails, letters and made phone calls. When I asked about canceling my payments I was told I would forfeit what has been paid in for the past year. All I want is my money back in refund or payment to my medical providers. I am starting to think this is a Ponzi scheme.</p>
6/1/24	<p>I have been contributing \$113 a month for 3 years. 5/16/2024 had a doctors appointment called several times to go through everything with them. No one answers the phone then one time said you will be first in line for callback. 3 weeks later no one has called me. My provider called the number for medical providers they get the message this number not set up for messages hangs up. They tried again same message. I tried several times members telephone number no answer can't leave a message no one called me back. I had no option but to pay out of pocket myself which I didn't have put it on my cc. I sent an email that night still no answer or response. I sent another message providers name, phone number, address and a receipt of the invoice I paid still no response. Called several more times one time on hold for an hour waiting my turn</p>

	then after an hour it dropped me to leave a message. No one called me back. There are 2 times recently I got a person and both said they would have to have their manager call me back they couldn't help me. No one ever called me back. This is total fraud! this company is keeping our money so we are forced to stop putting money in an account we can't use and as other reviewers said they keep all our money. There needs to be a lawsuit against this company. If I hadn't gone for my procedure I would be putting money in until I needed to use it only to find out I'm getting ripped off by this company. Our money we put in should be refunded to us since they are refusing to pay claims.
--	---

68. The Google reviews of HMA in the four weeks immediately before the filing this lawsuit, by persons appearing to fall within the Class, tells an alarming but consistent story of HMA's conduct, which is a subject of this suit, and screams for the need for this Class Action Complaint:<sup>1</sup>



<sup>1</sup> This includes screen shots of each and every Google Review of Defendant for the three weeks prior to November 21, 2024, at 2:28 pm. No positive or other reviews during that time period are omitted.

**Brad Wilson**

6 reviews

⋮

★ ★ ★ ★ ★ 2 hours ago **NEW**

I have been paying in for several years and have accumulated 20,000 in my account. Can't reach anyone and no one calls back. I'm 66 and got this service for elective surgeries, dentists etc. What a ripoff. They sent a email stating we could use out of network till the end of the year. I did so and now can't reach anyone to submit claim.

**Richard Bitton**

Local Guide · 31 reviews

⋮

★ ★ ★ ★ ★ 6 days ago **NEW**

Started this several years ago. At the beginning it was awesome they gave us a credit card to use on medical and dental expenses. They have since changed their business model 5+ times. Their current customers have thousands of dollars stuck in these accounts (myself included) and virtually no healthcare provider is willing to go through the process they require to submit bills and pay off the balances. My friend had \$20,000 in his account and just walked away from it because it's useless as providers won't accept y their format of payment. Started as a legit business but unfortunately has turned into a scam (sadly I referred 20+ people to them before they changed everything). If you are looking for a good HSA/insurance type option don't stop here.

Currently have 5+ medical bills to be paid and no way to pay them with the funds sitting in my account.

**Lauren Ramer**

3 reviews

⋮

★ ★ ★ ★ ★ a week ago **NEW**

It is extremely difficult to get payments taken care of with HMA. None of my providers want to deal with this company and their process. They previously provided a debit card which made everything much easier. The way things are processed now seems more like this is a scam to make it almost impossible for members to use available money in their accounts. Do not use this company

**David Ramirez**

2 reviews · 1 photo

⋮

★ ★ ★ ★ ★ a week ago **NEW**

This is a scam, my boss provided us with this insurance and the way it works is that they tell you that you can only use it for medical situations, so that makes it already hard to use, but that's just step one, step two, they make you believe that by not using that money you can max up faster, for example if the account is set to go up to \$5000, it will go to \$5000 faster, the thing is that by the time you reach that final number they will swap the card on you from something that you where able to use and spend to a newer card that you can only use supposedly by having your medical provider calling them or you pay from your packet and then they will reimburse you, but it never comes to a good end, so we lost I'm just trying to save other people from fraud

**Megan Williams**

20 reviews

⋮

★ ★ ★ ★ ★ a week ago **NEW**

What they don't tell you when you sign up:

- Claims are difficult to make because even when a provider is accepted, the provider can refuse to submit the claim since they have to go through HMA's claims system.
- HMA will take months to pay your claims, even after the claim is approved.
- You are not able to cancel your account without losing your entire balance.
- You are not able to cancel your account with claims outstanding.
- HMA will continue to charge your monthly amount while keeping your claims outstanding, essentially holding you hostage.
- HMA requires a minimum of one month's contribution balance to remain on the account, even when you are closing out the account. So I have a \$405 balance but I am only able to use \$250 of that and have to eat the other \$155 when my account closes.

Don't waste your time, energy, and most of all, YOUR MONEY. Open up an HSA or just a high yield savings account- you'll come out ahead in the long run.

**Jason Tressler**

Local Guide · 22 reviews

⋮

★ ★ ★ ★ ★ 2 weeks ago **NEW**

WONT LET ME SPEND MY HARD EARNED MONEY AT ANY OF MY DOCTORS or chiropractors or any where !

**Tanner Peterson**

3 reviews

⋮

★ ★ ★ ★ ★ 2 weeks ago **NEW**

Find a different option! They're really horrible. I'm not one for leaving reviews, but our experience since signing up has been so frustrating and disappointing.

**Ekaterina W**

23 reviews

⋮

★ ★ ★ ★ ★ 3 weeks ago **NEW**

They make it absolutely impossible to use the money that you put on that account, not usable at all, and no doctors want to deal with them.. I regret that I put so much money there, I wish I invested somewhere else... it's all a SCAM! Stay away

**Jason Dixon**

4 reviews · 3 photos

★ ★ ★ ★ ★ 3 weeks ago **NEW****Kishore Jethanandani**

3 reviews

⋮

★ ★ ★ ★ ★ 3 weeks ago **NEW**



Paul M

17 reviews · 4 photos

★★★★★ 3 weeks ago NEW

Buyer beware!!! If you're lucky or sold your soul to the Devil you might get a claim paid but your chances of getting struck by lightning are far far better!! Endless excuses, endless emails, endless phone calls, double speak no matter how much info, receipts, proof of charges you send. They say they "aren't an insurance company Righhtt They sure act like one, take your payments and make excuses why they never pay out or pay you back. They are good however at blaming you the policy holder or your providers! So sorry we ever let our insurance agent talk us into this " product " ! Do yourself a favor, don't do it!



Nancy Hill

10 reviews

★★★★★ 4 weeks ago

Horrible experience. They have almost \$6,000 of my money between both of my accounts. Now I can't even get to it and if I stop I forfeit it. Worst experience ever.

69. Any and all conditions precedent, including as it relates to the filing of this lawsuit, recovery against Defendant, and right to all relief requested herein have occurred, been fulfilled, fully performed, and/or been waived or excused.

## V.

### CLASS ACTION ALLEGATIONS

70. Plaintiffs bring this action under Federal Rule of Civil Procedure 23, and as a representative of the following classes:

All persons and entities throughout the United States who entered a "Primary Holder Contract" with HMA.

71. Excluded from the class are Defendant, Defendant's officers and directors, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity Defendant has or had a controlling interest.

72. Upon information and belief, the members of the class are so numerous that joinder of all of them is impracticable.

73. The exact number of the members of the class is unknown at this time and can be determined only through appropriate discovery.

74. The class is ascertainable because the class is defined by reference to objective criteria.

75. In addition, the members of the class are identifiable in that, upon information and belief, their telephone numbers, names, and addresses can be identified in business records maintained by Defendant and by third parties.

76. Plaintiffs' claims are typical of the claims of the members of the class.

77. As it did for all members of the class, Defendant contracted with them and then materially changed the terms, without any consideration for the changes, specifically including as it relates to the ability of the members of the class to access and utilize their funds, which Defendant held.

78. Plaintiffs' claims, and the claims of the members of the class, originate from the same conduct, practice, and procedure on the part of Defendant.

79. Plaintiffs' claims are based on the same theories as the claims of the members of the class.

80. Plaintiffs suffered the same injuries as the members of the class.

81. Plaintiffs will fairly and adequately protect the interests of the members of the class.

82. Plaintiffs' interests in this matter are not directly or irrevocably antagonistic to the interests of the members of the class.

83. Plaintiffs will vigorously pursue the claims of the members of the class.

84. Plaintiffs have retained counsel experienced and competent in class action litigation.

85. Plaintiffs' counsel will vigorously pursue this matter.

86. Plaintiffs' counsel will assert, protect, and otherwise represent the members of the class.

87. The questions of law and fact common to the members of the class predominate over questions that may affect individual members of the class.

88. Issues of law and fact common to all members of the classes are:

- a. whether Defendant breached the terms of the contract;
- b. whether Plaintiffs and members of the class are entitled to rescission of their contracts;
- c. whether Plaintiff and members of the class are entitled to compensatory relief;
- d. whether Plaintiff and members of the class have sustained damages, and, if so, what is the proper measure of damages; and
- e. the availability of attorneys' fees and costs.

89. A class action is superior to all other available methods for the fair and efficient adjudication of this matter.

90. If brought and prosecuted individually, the claims of the members of the class would require proof of the same material and substantive facts.

91. The pursuit of separate actions by individual members of the class would, as a practical matter, be dispositive of the interests of other members of the class and could substantially impair or impede their ability to protect their interests.

92. The pursuit of separate actions by individual members of the class could create a risk of inconsistent or varying adjudications, which might establish incompatible standards of conduct for Defendant.

93. These varying adjudications and incompatible standards of conduct, in connection with presentation of the same essential facts, proof, and legal theories, could also create and allow the existence of inconsistent and incompatible rights within the class.

94. The damages suffered by each individual member of the class may be relatively small, thus, the expense and burden to litigate each of their claims individually make it difficult for the members of the class to redress the wrongs done to them.

95. The pursuit of Plaintiffs' claims, and the claims of the members of the class, in one forum, will achieve efficiency and promote judicial economy.

96. There will be little difficulty in the management of this action as a class action.

97. Defendant has acted or refused to act on grounds generally applicable to the members of the class, making final declaratory or injunctive relief appropriate.

**VI.**  
**CAUSE(S) OF ACTION**

**COUNT 1: BREACH OF CONTRACT (For Plaintiffs and Nationwide Class)**

98. The preceding factual statements and allegations are incorporated by reference.

99. Plaintiffs and Class Members were each a party to an agreement with HMA in the form attached hereto as Exhibit "A" and incorporated herein by reference.

100. Defendant breached the express terms of the contracts by unilaterally changing how claims were paid, changing the rules for what claims were allowed, and not paying allowed claims in full.

101. Plaintiffs and the Class entered agreements that permitted claims to paid using debit cards.

102. Plaintiffs and the Class entered agreements requiring HMA to timely pay claims for 213(d) expenses.

103. Plaintiffs and the Class fully performed their obligations pursuant to the contract, and to the extent any obligation was allegedly not performed, it was excused or waived, including but not limited to, by HMA's prior material breach.

104. HMA breached these contracts uniformly with all Class Members by:

- a. Refusing to use debit cards;
- b. Requiring providers submit claims directly to HMA; and
- c. Otherwise acted in bad faith as alleged herein.

105. As a direct and proximate result of HMA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

106. The contracts with HMA have failed completely and must be rescinded.

**VII.**  
**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for relief and judgment, as follows:

- A. Determining that this action is a proper class action under Rule 23 of the Federal Rules of Civil Procedure;
- B. Adjudging and declaring that Defendant's contracts with the class must be rescinded and the money held by HMA returned to the Class, and to the extent that any contract terminated following HMA's breach, money confiscated by HMA should be returned;
- C. Appointing a Receiver for HMA.
- D. Declaring that Defendant has engaged in the wrongful conduct alleged;
- E. Awarding Plaintiffs and members of the classes actual, consequential, and/or compensatory damages, and pre-judgment and post-judgment interest;
- F. Awarding injunctive relief, including but not limited to restitution to Plaintiff and members of the classes;
- G. Awarding Plaintiffs and the members of the classes their reasonable fees, costs, and expenses under Rule 23 of the Federal Rules of Civil Procedure; and
- H. Awarding all other and further relief as the Court may deem just and proper.

**VIII.**  
**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all triable issues.

Date: November 22, 2024

By:



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**ATTORNEYS FOR PLAINTIFFS  
AND THE PROPOSED CLASSES**

# EXHIBIT “A”



# CLASS MEMBER

## **HMA® PRIMARY HOLDER CONTRACT**

This Contract explains in detail your obligations regarding your account as well as how and for what medical expenses your account can be used. The HMA® is not a financial product. It is your responsibility to read and review the provisions in this Contract. If we do not hear from you within 7 days of any objections to the provisions in this Contract your agreement with HMAS® will be in force under the terms and conditions in this Contract or any other amendments to this Contract that are subsequently put in place.

Your HMA® Medical Reimbursement Card will be mailed in an unmarked, non-descript, white envelope for security reasons. The first card is complimentary at no cost to you. It is your responsibility to receive and activate your card. If you do not receive your HMA® Medical Reimbursement Card within 15 days of your start date please contact our office. If you do not report to our office that you did not receive your HMA® Medical Reimbursement Card within 15 days you will be charged \$5 for a replacement card. Additional HMA® Medical Reimbursement Cards for eligible family members can be issued for \$5.

If you have any questions, please call (713) 850-8534.

**The HMA® is not Health Insurance**

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## ***How to Read Your Contract***

Your HMA® Primary Holder Contract contains your contract and agreement, as well as related materials that are included in your contract, which includes your online application, any Exhibits, Addendums and any other documents submitted pursuant to your contract. The contract is organized in sections, each of which has its own purpose. For purposes of reading your contract, you may find it helpful to refer to this page.

### Contributions Summary Page

- Provides a quick overview of your chosen Plan and the financial obligations under your contract.

### Contract/Agreement

---

- Contains several aspects of your contract, including the following:
  - Definitions
    - The definitions and description of certain terms in your HMA® Primary Holder Contract. This is the foundation of your contract.
  - Primary Obligations
    - This contains what we expect you to do under your HMA® Primary Holder Contract
    - Contains the medical benefit transaction information, such as what medical contribution is due, when it is due, how the excess medical benefit is applied and what happens if you wish to change your plan.
    - It also explains limitations on usage of your account.
  - Termination
    - This explains how your HMA® Primary Holder Contract can be terminated and what happens when it is terminated
  - Additional Documents
    - You will receive an annual Contract each year, and possibly additional Contracts when there are updates, which will replace your previous contract
  - Exhibit(s)
    - Contains specific contract and services information related to your HMA® program.

## ***WELCOME TO HEALTH MATCHING ACCOUNT SERVICES, INC.***

Greetings Valued Customer:

Thank you for choosing Health Matching Account Services, Inc. (“HMA® SERVICES”). We are setting the example in our industry as a leading provider of innovative, health care solutions for individuals, employers, employees and families.

At HMA® SERVICES, we understand the importance of offering quality, affordable health care benefits to families and individuals. Valuing our existing customer relationships and displaying a genuine concern for the financial stability of American families and individuals are core values that HMA® SERVICES upholds. Our products seek to empower our customers by providing them with a whole new level of health care solutions and service.

Please remember it is in your best interest to make contributions without using your account for as long as possible to allow the excess benefit to work for you and your account will build as projected in the HMA® Account Value Tables on Exhibit 1 at the end of this Agreement. You will receive a welcome from HMA® SERVICES to review your HMA® plan.

If you have any questions regarding your HMA®, please contact us at (713) 850-8534 between 8:45 a.m. and 5:30 p.m., Monday through Thursday, and between 8:30 a.m. and 4:00 p.m. Friday, Central Standard Time. Thank you again for choosing HMA® SERVICES. We look forward to helping you to lower your health care cost without sacrificing your quality of care through the immense benefits that our HMA® offers our customers.

Sincerely,

Regina Gorog  
President  
Health Matching Account Services, Inc.

## ***HMA® SERVICES Contributions Summary Page***

Prepared For: CLASS MEMBER the “Primary”

Plan Name: HMA 60000

HMA® Member ID: 00000

For complete information on your health care HMA® program with HMA® SERVICES, please refer to your Health Matching Account Services HMA® Primary Holder Contract.

**You understand that the HMA® product is NOT health insurance.**

### **Program & Services Agreement Summary of Provisions**

Effective Date of Program: October 27, 2020

Term of Program: 35 months, thereafter, automatic annual renewal.

### **Health Matching Account Fee Schedule**

Name of Primary Member: CLASS MEMBER

Name(s) of Dependent(s):

HMA® Monthly Maintenance Fee: \$ 130.00

Total HMA® Monthly Contribution Amount \$ 730.00  
(Including Maintenance Fee above):

The total amount due per month from the Primary to HMA® SERVICES is subject to change. The Primary agrees, per this Agreement, to notify HMA® SERVICES of any such eligibility or coverage changes, as it relates to participants and dependents (Eligible Persons). The Primary also agrees, per this Agreement, to any true-up amounts due to HMA® SERVICES for any amounts due based on improper or mistaken disclosures of amounts due or numbers of Eligible Persons subject to this Fee Schedule. If a Primary or dependent uses this account in an unauthorized manner, the Primary will be required to reimburse HMA® SERVICES in full for all medical benefits paid out for such unauthorized use.

**Your Health Matching Account Services  
HMA® Primary Holder Contract**

**The HMA® is not Health Insurance**

## ***IMPORTANT NOTICE REGARDING YOUR HEALTH MATCHING ACCOUNT PRIMARY HOLDER CONTRACT***

Any contributions or amounts owed and paid to HMA® SERVICES will be used to accumulate your HMA® account values for your health care plan for the purpose of paying reimbursements for certain Internal Revenue Code section 213(d) and other HMA® approved medical expenses.

**You understand that the HMA® product is NOT health insurance.**

Signed for HMA® SERVICES at its home office on the Effective Date of the Agreement.

Regina Gorog  
President  
Health Matching Account Services, Inc.

This is a legal contract between you and HMA® SERVICES.  
Please Read This Contract Carefully.

HMA® SERVICES: (713) 850-8534

## **HMA® SERVICES PRIMARY HOLDER CONTRACT**

This Agreement made as of the Effective Date which is the date of your online enrollment, by and between **Health Matching Account Services, Inc.** (hereinafter referred to as “HMA® SERVICES”), and Darian Woolbright, (hereinafter referred to as the “Primary”) who is over the age of eighteen (18).

### **RECITALS**

**WHEREAS**, the Primary has enrolled online for one of HMA® SERVICES’ health matching products to provide a source of medical benefits to pay for certain qualified medical expenses; and

**WHEREAS**, it is desirable to set forth more fully the obligations, duties, rights and liabilities of HMA® SERVICES and the Primary.

**NOW, THEREFORE**, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

### **SECTION 1: DEFINITIONS**

As used in this Agreement, the following terms have the meanings specified below:

**1.1 “Eligible Medical Expense”** shall mean certain HMA® approved Internal Revenue Code (Code) Section 213(d) Eligible Medical Expenses (as defined under the Code), incurred directly or through prescriptions from a Provider, including, or limited by, the following:

- Ground only Ambulance Services
- Laboratory/Medical/Dental/Ophthalmic Hospital Equipment and Supplies
- Dentists
- Osteopathic Physicians
- Chiropractors, limited to two services per Family per month. All chiropractic expenses must be submitted on a mail-in reimbursement basis through fax, email or regular mail by completing the HMA® Reimbursement Form located in the Resources section of your HMA® member account portal and submitting an original, itemized receipt within 30 days of the service
- Optometrists, Ophthalmologists
- Opticians, Optical Goods, and Eyeglasses
- Podiatrists
- Hospitals
- Medical and Dental Laboratories
- Prescription Drugs with a prescription Rx number at Drug Stores and Standalone Pharmacies (but no sundries)
- Prescription Drugs with a prescription Rx number purchased at any grocery store pharmacies, Sam’s Club, Costco, and other similar organizations can be covered on a mail-in reimbursement basis by completing the HMA® Reimbursement Form located in the Resources section of your HMA® member account portal and submitting an original, itemized receipt within 30 days of the purchase
- Hearing Aid - Sales, Service, Supply Stores

Orthopedic Goods - Prosthetic Devices  
 Cosmetic procedures performed by an Eligible Medical Provider under Section 1.11  
 Doctor of Psychology  
 Doctor of Health Psychology  
 Monthly payments for Direct Primary Care and/or Concierge Medical Services from Eligible Medical Providers under Section 1.11 through a mail in reimbursement

**1.2 “Eligible Person”** means the Primary, who must have attained age 18, and can include the Primary’s dependents, if added as part of the Primary’s enrollment. In order to be considered an Eligible Person, HMA® SERVICES must have in their records either from the initial Primary enrollment or, subsequently, that the person meets the requirements to be an Eligible Person. The Primary acknowledges that Eligible Persons under this Contract are limited to legally married spouses and unmarried dependents under the age of 26 living in your household. Once previously covered dependents reach the age of 26, HMA® SERVICES has the right to discontinue coverage under this Contract for those dependents, who may choose to start their own separate plan as a Primary themselves once they have reached the age of 26. Family members over the age of 18 can have a separate individual plan if they choose, but they cannot be listed as a dependent on another plan.

**1.3 “Eligible Service”** means only a service or supply specified as an Eligible Medical Expense that occurs within the United States or District of Columbia. No out of the country expenses will be covered. Hospitals, Clinics, laboratories and ground ambulance services, duly licensed to render Eligible Services to an Eligible Person.

**1.4 “HMA® Account Balance”** shall mean the current balance in a Primary’s HMA® Contribution Account for purposes of paying for and adjudicating Reimbursements pursuant to the Contract, less one month’s HMA® contribution (including Maintenance Fee) which must be maintained at all times as a floor in the Primary’s HMA® Contribution Account in order to keep the Primary’s HMA® Contribution Account open. For purposes of the HMA® Reimbursement Payment, such payments will be made based on the balance on the day in which a Reimbursement is submitted, less one month’s HMA® contribution (including Maintenance Fee) which must be maintained in the Primary’s HMA® Contribution Account at all times. For example, Primary has a Reimbursement submitted for \$2,000.00, but only has \$2,000.00 in his/her HMA® Contribution Account and Primary is on the HMA10000 Plan which requires a monthly contribution of \$140.00 plus, depending on whether dependents are covered, the Primary’s medical benefits available for HMA® Reimbursement payment will be \$1,860.00 or a little less if dependents are covered. This is the Primary’s HMA® Account Balance, not \$2,000.00.

**1.5 “HMA® Contributions”** are the Primary’s monetary amounts contributed to HMA® SERVICES under the product selected at enrollment for purposes of paying Reimbursements. This amount includes a Maintenance Fee and it may include a dependent fee, both of which are excluded from the HMA® Account Balance.

**1.6 “HMA® Contribution Account”** shall mean the account to which a Primary’s HMA® Contributions are credited, less any Maintenance Fee, along with the excess benefit, and which will be debited for HMA® Payments and Reimbursements for each Eligible Person participating in the Primary’s Contract. The HMA® Contribution Account can never exceed \$0.01 over the HMA® Account Limit/Cap of the Primary’s HMA® product level.

**1.7 “HMA® Payment” or “HMA® Reimbursement Payment”** shall mean a payment from an Eligible Person’s HMA® Account Balance for a Reimbursement. Such HMA® Payment or HMA® Reimbursement Payment will be based on such Eligible Persons’ applicable HMA® Account Balance. HMA® SERVICES has no responsibility for payments on Reimbursements beyond the HMA® Account Balance. Furthermore, such HMA® Reimbursement Payment shall be paid based on the HMA® Account Balance on the day in which the HMA® Reimbursement was submitted for payment.

**1.8 “Maintenance Fee”** means the monthly service charge that is required by HMA® SERVICES for the administrative services performed under this Agreement. The Maintenance Fee(s) is indicated in the most current Summary Page or Fee Schedule, as applicable, of this Agreement. The Maintenance Fee is paid each month to HMA® SERVICES from the Primary’s HMA® Contribution before adding to the HMA® Contribution account.

**1.9 “Non-Eligible Service”** The following are examples of Non-Eligible Service expenditures: (a) over the counter medicine; (b) massage therapy; (c) non-prescription purchases at pharmacies, grocery stores, Sam’s Club, Costco, or any other vendor; (d) payments to medical collection agencies; (e) health care financial consultants; (f) acupuncture; (g) naturopathic medicine; (h) supplements of any kind not prescribed by a Medical Doctor or Doctor of Osteopathy; (i) annual, semiannual or quarterly payments for Direct Primary Care and/or Concierge Medical Services are not eligible; (j) advance payments for otherwise Eligible Medical Expenses; (k) payments to any person calling themselves a “doctor” other than one licensed as a Provider defined in 1.10 below.; (l) anything that is not defined above as an Eligible Medical Expense; (m) over the counter products sold by any Provider defined in 1.10 below; (n) drug, alcohol or any rehabilitation facilities; (o) COVID-19 tests; (p) air ambulance services; (q) annual or monthly fees for umbilical cord storage; (r) medical claims already paid by insurance or other non-insurance health plans; or (s) Cosmetic or other elective procedures not performed by a Eligible Medical Provider listed under Section 1.11.

**1.10 “Non-Eligible Medical Payment Plans”** No medical payment plans are allowed under this Contract to pay past, present or future medical services.

**1.11 “Eligible Medical Provider”** means Medical Doctors (MD), Doctors of Osteopathy (DO), Doctors of Psychology, Doctors of Health Psychology, Dentists (DDS) or (DMD), Optometrists (OD), Podiatrists (DPM)

**1.12 “Reimbursement”** means notification in a form acceptable to HMA® SERVICES that an Eligible Service has been rendered or furnished to an Eligible Person. Reimbursements for any Eligible Service, other than for surgery or a hospital stay, that are over 30 days from the date of the Eligible Service are not acceptable and will not be approved. Reimbursements for any Eligible Service that are for surgery or a hospital stay that are over 90 days from the date of the Eligible Service are not acceptable and will not be approved.

**1.13 “Limited Coverage”** Chiropractic care is limited to two (2) services per family per month. Payments to Providers that participate in Direct Primary Care or Concierge Medical Service Companies will not be considered an Eligible Medical Expense, unless paid on a monthly basis. These Limited Coverage services are covered through a mail in reimbursement, not the HMA® Medical Reimbursement Card.

## SECTION 2: OBLIGATIONS OF PRIMARY

**2.1 *Contributions.*** The Primary’s goal (not required) is to make contributions without use for as long as possible to allow the excess benefit to work for the Primary’s benefit to achieve the HMA® Account Limit/Cap selected by the Primary. Accordingly, Primary agrees to make

monthly continual HMA® Contributions toward the product selected by Primary at enrollment or as modified. This HMA® Contribution may be increased by the Primary and, as approved by HMA® SERVICES, no more often than once per month. Any modification must be to a higher Plan of the HMA® product levels. See Exhibit 1. Primary may **not** “step down” to a lower HMA® Plan during the first 24 months. After the first 24 months, the Primary can “step down” to a lower HMA® Plan once every 24 months. HMA® Contributions shall be made by the Primary on a monthly continual basis up to the HMA® Account Limit/Cap (over such period of time as set out by HMA® SERVICES, which is currently 35 months, with no Reimbursements) (such limit/cap referred to herein as the “HMA® Account Limit/Cap”). The Primary may not make additional contributions to his/her account over the monthly Contribution due for a particular month. When a Primary’s HMA® Account Limit/Cap has been reached, the Primary shall remain responsible for and liable to HMA® SERVICES for any Maintenance Fees and costs associated with their HMA® Contribution Account, as indicated on the HMA® SERVICES Contributions Summary Page. HMA® SERVICES does not continue to provide for any excess benefit on such HMA® Account Balance beyond the HMA® Account Limit/Cap. There is no “pend down” permitted. By this we mean that the Primary does not have the right to stop making monthly contributions and continue to have use of his/her HMA® Contributions Account. The account can only remain open for so long as the Primary makes monthly contributions up to the HMA® Account Limit/Cap and thereafter so long as the Primary continues to make monthly maintenance fees. There is no cash value in the HMA® Contributions Account.

If a Primary desires to raise their HMA® Monthly Contribution at a given time, which can only occur once per month, then such new HMA® Monthly Contribution will be in effect for all future HMA® Monthly Contributions.

If the Primary fails to pay his or her monthly HMA® Contribution on or before the contribution due date, his or her HMA® Medical Reimbursement Card will be blocked automatically. HMA® SERVICES Customer Care team will make every effort to contact the Primary when his/her contribution payment is declined by leaving messages to call HMA SERVICES back to avoid terminating their account. HMA SERVICES will make several attempts to notify the Primary that he or she is past due and will try to get an updated payment method. If Primary is not contacted successfully by phone, HMA® SERVICES will send the Primary an email notifying of the past due account. The Primary’s HMA® Contribution Account will be blocked for a grace period of 60-days to give the Primary time to bring his/her HMA® Contributions current on all outstanding payments. Once the Primary’s HMA® Contributions are brought current, HMA® SERVICES will unblock the Primary’s HMA® Medical Reimbursement Card. No excess benefit will be added for payments made that are over 30 days past due. If the Primary has failed to bring his/her HMA® Contributions current after the expiration of the 60-day grace period, such Primary’s HMA® Contributions Account will be terminated and any remaining HMA® Account Balance will be relinquished to HMA® SERVICES. No other communication will be made by HMA® SERVICES before the Primary’s account is surrendered and closed.

**2.2 Disputes.** If the Primary has any dispute with the charges being made on his or her credit card or bank account on file with HMA® SERVICES, the Primary should call HMA® SERVICES to discuss the dispute to give HMA® SERVICES the opportunity to resolve the issue. However, if the Primary files a dispute with the credit card processor or bank regarding the HMA® Contribution amount being charged on his/her credit card or bank account on file with HMA® SERVICES such Primary’s account will be put in suspension until the dispute is resolved.

**2.3 Usage of HMA® Contribution Account.** Primary understands and agrees that his or her HMA® Contributions Account is to be used exclusively for the payment or reimbursement of Eligible Medical Expenses. Contributions may never be used for anything other than approved Eligible Medical Expenses. Regarding use of the associated HMA® Medical Reimbursement Card, HMA® Services HMA® Primary Holder Contract

Revised Date 02/01/2022

Primary agrees that he or she or any other Eligible Person, may not use the HMA® Medical Reimbursement Card to obtain cash, gift cards, over the counter medicine, massage therapy, or any other non-medical purchase that is not defined above as an Eligible Medical Expense and prescribed by a Provider. To be clear, Primary agrees that he or she or any other Eligible Person, may not use the associated HMA® Medical Reimbursement Card at grocery stores, Sam's Club, Costco, or any other vendor to purchase anything. Eligible Medical Expenses to be incurred at these vendors can only be handled with a Mail in Reimbursement Form. Further, use of the HMA® Medical Reimbursement Card does not include payments to medical collection agencies, health care financial consultants; or anything that is not defined above as an Eligible Medical Expense. JUST BECAUSE THE HMA® MEDICAL REIMBURSEMENT CARD IS SUCCESSFULLY SWIPED AND PAYMENT IS ACCEPTED DOESN'T MEAN IT IS A QUALIFIED ELIGIBLE MEDICAL EXPENSE. If a Primary or other Eligible Person uses the HMA® Medical Reimbursement Card in a suspected unauthorized manner as described above, the Primary's HMA® Medical Reimbursement Card will be blocked and the Primary will be required to submit an itemized statement from the provider verifying that the charge is an Eligible Medical Expense, or reimburse HMA® SERVICES for such unauthorized charges and may, in the discretion of HMA® SERVICES, be required to submit on a mail-in reimbursement basis all future Reimbursements for up to 12 months by completing the HMA® Reimbursement Form located in the Resources section of your HMA® member account portal and submitting an original, itemized receipt within 30 days of the purchase. Regarding Reimbursements that are made within 30 days from the date of service, HMA® SERVICES must receive the itemized bill showing date of service in order to authorize payment or reimbursement. If HMA® SERVICES does not receive the itemized receipt within 30 days of the date of service and if the Primary has made payment with the HMA® Medical Reimbursement Card, the Primary must reimburse their account by paying HMA® SERVICES within 10 days of notice by HMA® SERVICES. Any payments made for services after the expiration of 30 days must be reimbursed by the Primary within 10 days of notice by HMA® SERVICES. Failure to reimburse within the 10 days will cause the Primary's HMA® Contributions Account to be terminated and any HMA® Account Balance will be surrendered to HMA® SERVICES.

In the case of surgeries or hospital stays, If HMA® SERVICES does not receive the itemized receipt within 90 days of the date of service and if the Primary has made payment with the HMA® Medical Reimbursement Card, the Primary must reimburse their account by paying HMA® SERVICES within 10 days of notice by HMA® SERVICES. Any payments made for surgeries or hospital stays after the expiration of 90 days must be reimbursed by the Primary within 10 days of notice by HMA® SERVICES. Failure to reimburse within the 10 days will cause the Primary's HMA® Contributions Account to be terminated and any HMA® Account Balance will be surrendered to HMA® SERVICES.

In the event of the Primary's death, HMA® SERVICES will pay the hospital directly for end-of-life medical bills with proof provided to HMA® SERVICES of a final claims adjudication of Eligible Medical Expenses not covered by insurance or other non-insurance health plans within 90 days from the Primary's death.

There are no exceptions to Section 2.3.

### **SECTION 3: SERVICES TO BE PROVIDED BY HMA® SERVICES**

HMA® SERVICES will maintain the Primary's HMA® Contribution, less applicable Maintenance Fees, in its HMA® Contribution Account and records will be maintained for the Primary to show his/her HMA® Account Balance, which can be accessed through a web portal or mobile app. HMA®

SERVICES will apply a excess benefit to the Primary's HMA® Contribution Account as illustrated in Exhibit 1 attached based upon the product the Primary has elected to acquire. When Reimbursements are made against the Primary's HMA® Contribution Account, HMA® SERVICES will determine if it is an Eligible Medical Expense and debit the Reimbursement amount, up to the HMA® Account Balance, from the Primary's HMA® Contribution Account. HMA® SERVICES will also maintain a website in which the Primary may view his or her Primary HMA® Account Balance.

Additional services that are provided by HMA® SERVICES:

- a. Handling of inquiries — written, phone or in-person — related to membership, benefits, and HMA® Reimbursement Payment or denial.
- b. Upon Primary's request, assist Primary, in accordance with HMA® SERVICES standard procedures, in initial enrollment activities, including education of Eligible Persons or Primary about HMA®, health care benefits, the enrollment process, and how to file for an HMA® Reimbursement.
- c. Access to customer service telephone number.
- d. HMA® SERVICES may provide additional services not specified in the Agreement; such services will be mutually agreed upon between the parties in writing prior to their performance and may be subject to Supplemental Charge. If any additional services are provided, such additional services shall be memorialized in writing and attached hereto as an Exhibit or Schedule.

#### SECTION 4: TERM AND TERMINATION OF AGREEMENT

**4.1 Term.** This Agreement will continue in full force and effect from the effective date and continue unless terminated as provided herein.

**4.2 Termination.** This Agreement will be terminated, and medical benefits will be relinquished and no refunds will be processed as follows:

- a. By HMA® SERVICES without further action on the part of HMA® SERVICES, if the Primary fails to bring his/her HMA® Contributions current on all outstanding payments after the expiration of the grace period described in 2.1 above.
- b. Immediately without notice by HMA® SERVICES in the event of Primary or an Eligible Person's fraud, misrepresentation of a material fact or not complying with the terms of this Agreement. An example of this would be for a Primary or Eligible Person attempting to use his/her HMA® Medical Reimbursement Card for an expense not covered by this Agreement or to obtain cash. See Sections 1.9 and 2.3 above.
- c. By Primary at the end of any month by completing the HMA® Addition/Termination/Change Form and submitting it to HMA® SERVICES.

**4.3 Notification of Eligible Persons.** If this Agreement is terminated, the Primary agrees to notify all Eligible Persons. The parties agree that the Primary will give such notice because the Primary maintains direct and ongoing communication with, and maintains current addresses for, all such Eligible Persons.

**4.4 Effect of Termination.** If this Agreement is terminated by either Party, the Primary acknowledges that the Primary and all Eligible Person(s) will NOT continue to have use of the Primary's HMA® Contribution Account, for Eligible Services and the Primary's HMA® Account Balance will be relinquished to HMA® SERVICES and no refunds will be processed. Please note that once a Primary's account has been terminated, should the Primary subsequently seek to reopen his/her account, a new account will have to be originated and no medical benefits

previously relinquished will be reinstated.

## SECTION 5: ELECTRONIC DOCUMENTS

**5.1 Primary consent/intended use.** The Primary consents to receive via email an electronic file or access to an electronic file any document the Primary requests from HMA® SERVICES describing the benefits under, or the administration of, the Plan.

**5.2 Primary acknowledgement/responsibilities.** The Primary further acknowledges and agrees that he/she is responsible for providing Primary or Eligible Person's access, via the intranet, internet, or otherwise, to the most current version of any electronic file provided to the Primary. In addition, in all instances, the electronic file of the most current document issued to the Primary for use by the Primary is the legal document used to administer the Primary's Contract and will prevail in the event of any conflict between such electronic file and any other electronic or paper file. The Primary is solely responsible for any and all reimbursements for loss, liability or damages, arising either directly or indirectly from the use or posting of the electronic file on the intranet and/or Internet.

## SECTION 6: APPLICABLE LAW

This Agreement shall be governed by, and shall be construed in accordance with, the laws of the state of Texas without regard to any state choice-of-law statutes, and any applicable federal law. All disputes arising out of this Agreement will be resolved in Harris County, Texas.

## SECTION 7: ENTIRE AGREEMENT

**7.1 Definition.** This Agreement, including online applications and enrollments and all Exhibits and Addenda, represents the entire agreement and understandings of the parties hereto and all prior agreements, understandings, representations and warranties, whether written or oral, in regard to the subject matter hereof, are and have been merged herein to the extent applicable. In the event of a conflict, the provisions of this Agreement and the Exhibits and Addenda of this Agreement shall prevail. Additionally, each year during the month of December or January, Primary will receive an updated HMA® Primary Holder Contract which will replace the existing Contract.

**7.2 Components.** The Exhibits and Addenda of this Agreement as of the Agreement's effective date are:

- a. Exhibit 1– HMA® SERVICES Product and Account Value Tables

## SECTION 8: NOTICES

**8.1 How to notify.** All notices given under this Agreement must be in writing and shall be deemed to have been given for all purposes when personally delivered and received or when deposited in the United States mail, first-class postage prepaid, and addressed to the party at his/her/its respective address on file or when transmitted by email or facsimile via his/her/its respective email address or facsimile number on file.

**8.2 Change of address.** Each party shall notify the other of any change to their mailing, email, and/or transmission information in writing via email or United States mail.

## SECTION 9: SEVERABILITY

Should any provision(s) contained in this Agreement be held to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall be construed in their entirety as if separate and apart from the invalid, illegal or unenforceable provision(s) unless such construction were to materially change the terms and conditions of this Agreement.

## SECTION 10: ASSIGNMENT

If the Primary dies, the remaining medical account balance will be transferred in full to the surviving legally married spouse who is the secondary account holder if they are listed and covered under the plan and if they continue to make the required monthly payments. Only a legally married spouse can be transferred the full medical account balance. If both spouses are deceased, 1/3 of the remaining account balance can be transferred to one designated beneficiary over the age of 18 by the primary account holder if they complete and submit to HMA® SERVICES the “HMA® Beneficiary Transfer Form” located in the Resources section of the member portal and appoint a designated beneficiary before they die. If the Primary is single and does not have a legally married spouse, 1/3 of the remaining account balance can be transferred to one designated beneficiary over the age of 18 by the primary account holder if they complete and submit to HMA® SERVICES the “HMA® Beneficiary Transfer Form” located in the Resources section of the member portal and appoint a designated beneficiary before they die. If the current beneficiary dies while the primary account holder is living, the primary account holder will be permitted to appoint and switch to a new beneficiary as long as the primary account holder does so before they die. The designated beneficiary is not required to assume the plan but must notify HMAS® of their intention to assume ownership of the plan within 60 days of the death of the primary account holder and must continue to make the required HMA® monthly contribution payments in order to keep their plan in force. If the beneficiary does choose to assume ownership of the plan, they are not permitted to scale down to a lower monthly contribution plan than what the deceased primary account holder was on for the first two years after they inherit it and begin to make monthly contributions (Ex: If your client was on the HMA® 20000 plan with a current medical account balance of \$18,000 at the time of death, the designated beneficiary would assume \$6,000 in medical benefits and must continue to pay the required monthly contribution into their HMA® 20000 plan for at least 24 months before they would be permitted to scale down to a lower HMA® plan level). However, the designated beneficiary is permitted to scale up to a higher monthly contribution plan at any time. If legally married spouses have separate individual plans, they cannot list each other as beneficiaries, and they cannot list the same beneficiary.

## SECTION 11: NO WAIVER

No delay or omission by HMA® SERVICES in exercising any of its rights hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by HMA® SERVICES of any breach of a covenant, condition or agreement to be performed by the Primary shall not be construed to be a waiver of any succeeding breach thereof. Further, no waiver of any of the provisions of this Agreement by HMA® SERVICES shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided and agreed to by HMA® SERVICES in writing.

## EXHIBIT 1

### HMA® Account Value Tables

#### Product: HMA® 2500

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$480	\$495
24	\$960	\$1,350
35	\$1,400	*\$2,500

#### Product: HMA® 5000

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$1,008	\$990
24	\$2,016	\$2,700
35	\$2,940	*\$5,000

#### Product: HMA® 7500

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$1,362	\$1,485
24	\$2,724	\$4,050
35	\$3,972.50	*\$7,500

#### Product: HMA® 10000

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$1,680	\$1,980
24	\$3,360	\$5,400
35	\$4,900	*\$10,000

#### \*Target account balance cap has been met

Tables assume no reimbursements filed. Sample Maintenance Fees included. When a medical reimbursement is filed using the HMA® Medical Reimbursement Card, the reimbursement amount is subtracted from the owner's current HMA® account balance. The following month's contribution will be used to rebuild the account balance towards its target, account balance cap.

Monthly contribution amounts vary based on the number of family members on the plan. The HMA® 2500 and HMA® 5000 plans have no additional charges, but starting at the HMA® 7500 level, additional monthly charges applied are \$5 additional for the first spouse or dependent and \$10 additional per month for the second or more dependents.

## EXHIBIT 1

### HMA® Account Value Tables

**Product: HMA® 15000**

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$2,376	\$2,970
24	\$4,752	\$8,100
35	\$6,930	*\$15,000

**Product: HMA® 20000**

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$3,012	\$3,690
24	\$6,024	\$10,800
35	\$8,785	*\$20,000

**Product: HMA® 25000**

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$3,636	\$4,950
24	\$7,272	\$13,500
35	\$10,605	*\$25,000

**Product: HMA® 30000**

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$4,440	\$5,940
24	\$8,880	\$16,200
35	\$12,950	*\$30,000

**\*Target account balance cap has been met**

Tables assume no reimbursements filed. Sample Maintenance Fees included. When a medical reimbursement is filed using the HMA® Medical Reimbursement Card, the reimbursement amount is subtracted from the owner's current HMA® account balance. The following month's contribution will be used to rebuild the account balance towards its target, account balance cap.

Monthly contribution amounts vary based on the number of family members on the plan. The HMA® 2500 and HMA® 5000 plans have no additional charges, but starting at the HMA® 7500 level, additional monthly charges applied are \$5 additional for the first spouse or dependent and \$10 additional per month for the second or more dependents.

## EXHIBIT 1

### HMA® Account Value Tables

**Product: HMA® 40000**

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$5,820	\$7,920
24	\$11,640	\$21,600
35	\$16,975	*\$40,000

**Product: HMA® 50000**

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$7,260	\$9,900
24	\$14,520	\$27,000
35	\$21,175	*\$50,000

**Product: HMA® 60000**

Contribution Month	Total Contribution	Current Member Or Family HMRA Account Balance
12	\$8,700	\$11,880
24	\$17,400	\$31,2400
35	\$25,375	*\$60,000

**\*Target account balance cap has been met**

Tables assume no reimbursements filed. Sample Maintenance Fees included. When a medical reimbursement is filed using the HMA® Medical Reimbursement Card, the reimbursement amount is subtracted from the owner's current HMA® account balance. The following month's contribution will be used to rebuild the account balance towards its target, account balance cap.

Monthly contribution amounts vary based on the number of family members on the plan. The HMA® 2500 and HMA® 5000 plans have no additional charges, but starting at the HMA® 7500 level, additional monthly charges applied are \$5 additional for the first spouse or dependent and \$10 additional per month for the second or more dependents.

# EXHIBIT “B”

# HMA™

## Health Matching Account

The Ultimate Medical Savings Account For Your Family



**HMA**  
HEALTH MATCHING ACCOUNT SERVICES, INC.

The HMA Medical Benefits Visa Prepaid Card is issued by the Bancorp Bank pursuant to a license from the Visa U.S.A Inc. The Bancorp Bank; Member FDIC. Card may not be used everywhere Visa debit cards are accepted. See Cardholder Agreement for list of eligible goods, services and merchants.

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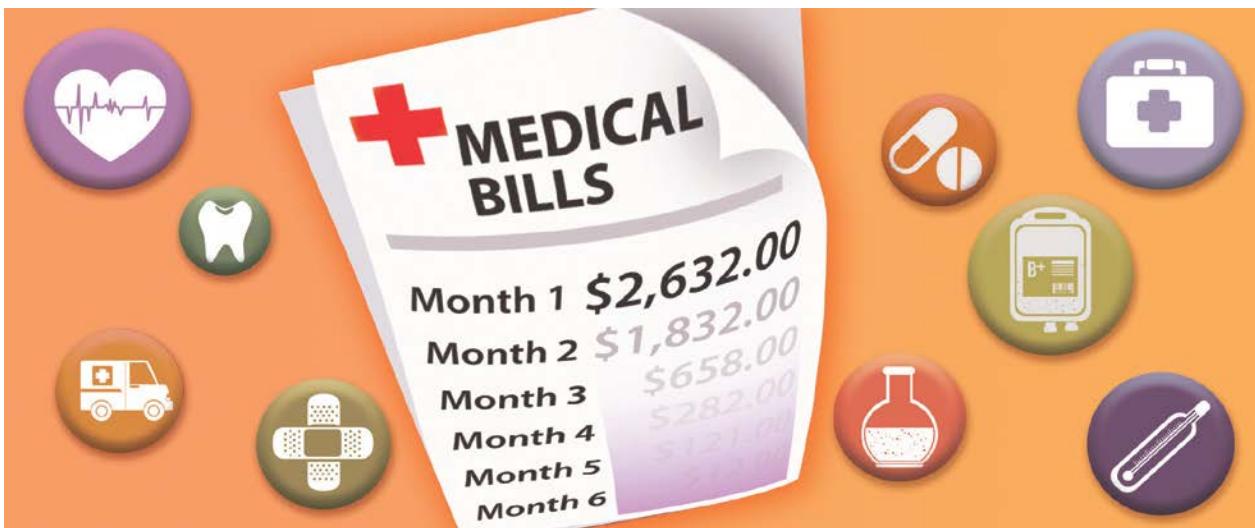


### **Wouldn't It Be Nice To Be Able To Afford To Spend Less On Your Health Insurance?**

*People often worry about the effects of raising their major-medical deductibles and being able to afford a health plan with lower monthly premiums. Now, by funding an HMA account, our customers are building their own, personalized, medical savings account and a buffer to protect themselves against rising medical expenses including long-term care and home health expenses. In addition, your HMA account will provide you with the freedom to opt for elective procedures such as plastic surgery, lasik and many others that you might not have been able to afford before.*

*The HMA Medical Benefits Account will safely allow individuals and families the ability to increase their major-medical deductibles over time and thereby lower their health insurance premiums without taking on any added risk or sacrificing of benefits. This is because their HMA accounts will have all of their out-of-pocket risk to medical expenses including deductibles and copays covered.*

# What Is The HMA™ Medical Benefits Account And How Will It Make Your Health Care Deductibles Disappear?



The HMA works as a **vanishing health care deductible plan** because the HMA account balance grows so rapidly that it can quickly fill-in and pay for any individual or family deductible. The HMA is a voluntary, medical benefit savings account owned by the participating employee or family. The HMA Medical Benefits Account is exclusively offered by Health Matching Account Services, Inc. and pays for out-of-pocket, medical expenses including copays and deductibles, much like an HSA except with much larger account growth capabilities. In addition, the HMA Medical Benefits Account also covers **elective procedures including plastic surgery, lasik and fertility as well as long-term care and home health expenses among many others.**

**The HMA is a non-qualified account with a defined, monthly contribution** that is funded by the participant with post-tax dollars. The HMA Medical Benefits Account pre-funds an individual's (or family's) medical costs into a medical savings account that is **awarded a medical benefit crediting, which grows each month following the monthly, participant contribution.** HMA account holders will **receive up to \$2 or more in benefits for every \$1 that they contribute** into their account as the program progresses.

The benefits that build in each HMA account balance are designed to pay for out-of-pocket medical costs including copays and deductibles as well as elective procedures. The HMA also enables participants to transition into high deductible, major-medical plans in order to save even more money on their monthly health insurance premiums. The participant's HMA account balance crediting is designed to increase each and every month as the **HMA medical benefit crediting awarded to the monthly contribution continues to build.** Participant account balances do **carry over annually.**

## Watch Your Medical Costs Vanish With The HMA Medical Benefits Account

- Medical benefit savings account that receives a monthly, medical benefit crediting on your contribution that continues to increase
- Accounts can cover individuals or the entire family and continue to grow once your annual deductibles have been met
- The HMA Medical Benefits Visa® Prepaid Card can be swiped at point of service to pay for out-of-pocket, medical expenses, and your account can also be used to reimburse you on elective procedures, long-term care and home health expenses among others
- HMA account holders build their own medical savings account that allows them to increase their primary health insurance deductibles to save substantially on their monthly premiums

You can use your HMA account benefits **at the point of service by swiping your HMA Medical Benefits Visa Prepaid Card.** HMA cardholders will be building their own valuable, medical savings account inside of their HMA plan that will allow cardholders to **increase their underlying individual or family health insurance plan deductibles in order to save substantially on their monthly premiums over time.**

By opting for an HMA Medical Benefits Account, individuals and families now have the opportunity to fund a superior, medical savings account. The HMA creates additional health care savings for individuals and families by covering a larger portion of their out-of-pocket, medical costs and elective procedures than any other medical savings account available.



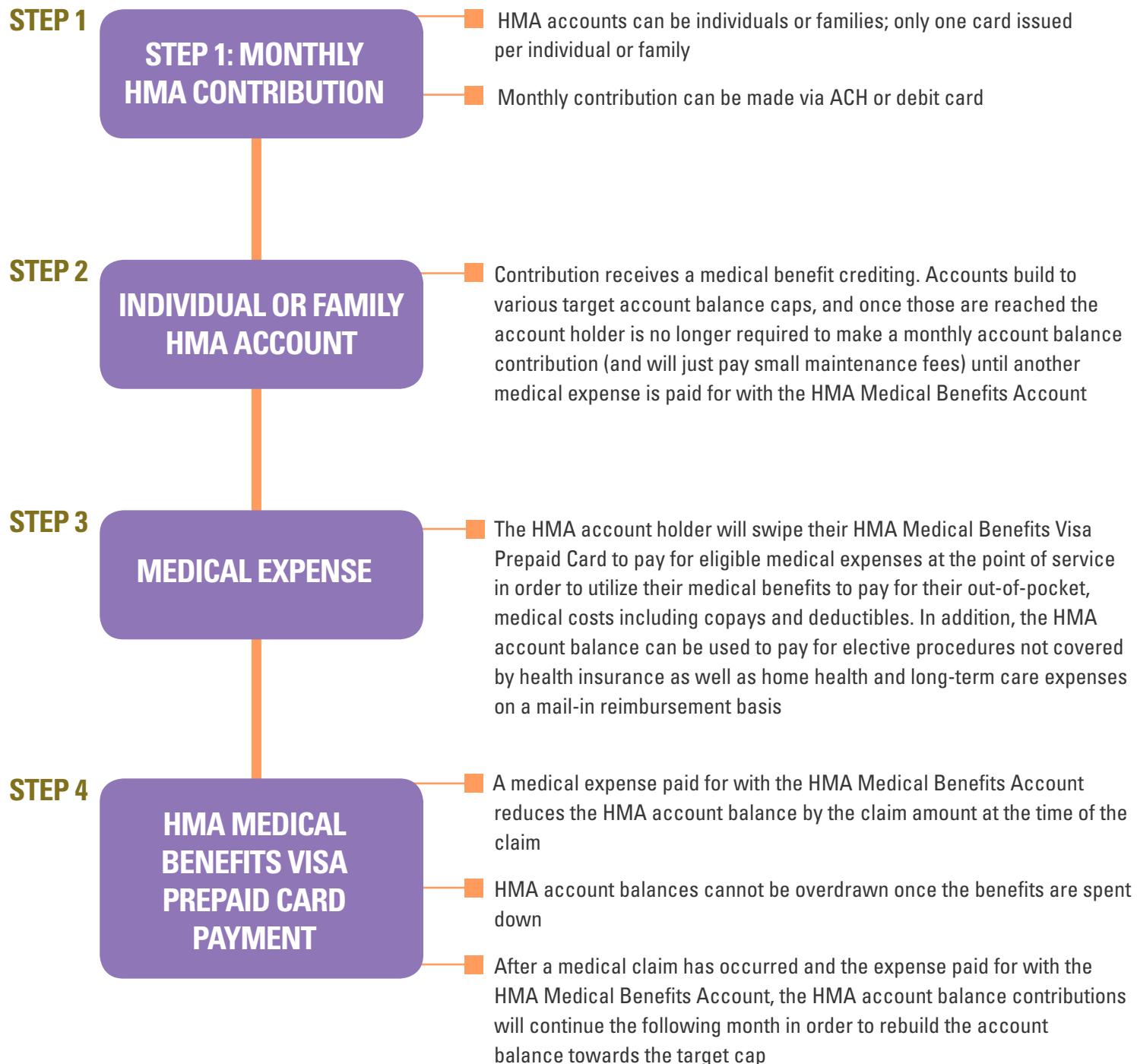
## What Medical Services Are Covered By The HMA™ Medical Benefits Account?

Your HMA Medical Benefits Visa Prepaid Card can be used and swiped at the point of sale to pay for the following medical services up to your HMA account balance at the time of your claim. These services covers a vast majority of qualifying, 213 (d) medical expenses. Any purchases at grocery store pharmacies can be covered on a mail-in reimbursement basis by completing the HMA Reimbursement Claim Form located in the Resources section of your HMA member account portal. In addition, you can also use your HMA benefits to **pay for elective procedures such as plastic surgery, lasik and fertility as well as long-term care and home health expenses. These services will be covered on a mail-in reimbursement basis by submitting an original, itemized receipt within 30 days of the procedure.**

### HMA Medical Benefits Account List Of Covered Services

- Ambulance Services
- Laboratory/Medical/Dental/Ophthalmic Hospital Equipment And Supplies
- Doctors not elsewhere classified
- Dentists, Orthodontists
- Osteopathic Physicians
- Chiropractors
- Optometrists, Ophthalmologists
- Opticians, Optical Goods, and Eyeglasses
- Chiropodists, Podiatrists
- Nursing and Personal Care Facilities
- Hospitals
- Medical and Dental Laboratories
- Medical Services and Health Practitioners not elsewhere classified
- Drug Stores, Pharmacies (no sundries/ mail-in reimbursement only on grocery store pharmacy purchases)
- Hearing Aid – Sales, Service, Supply Stores
- Orthopedic Goods – Prosthetic Devices
- Optical Goods and Eyeglasses
- Counseling Service – Debt, Marriage, Personal

# Find Your Way To Lower Medical Costs By Using Your HMA™ Medical Benefits Account



## The Family Health Matching Account: Cover All Of Your Family Members On One Card

With health insurance premiums and medical expenses constantly on the rise for both individuals and families, the Health Matching Account Services HMA Medical Benefits Account is quickly emerging as a valuable tool to help families save money on their out-of-pocket, medical expenses by building an enhanced, medical savings account. HMA participants can **secure substantial savings on their monthly premium costs** on an individual or family's underlying health insurance plan.

Health Matching Account Services has made its HMA Medical Benefits Account Program incredibly flexible. **You and your family will have the ability to adjust your monthly contribution amount and its corresponding account balance cap** in order to scale up or scale down your HMA benefits and monthly contribution amounts as needed. With the HMA Family Advantage Plan discount, families have the ability to

**cover spouses and dependents all on one HMA Medical Benefits Account.** Each HMA owner will be provided with their own personalized, HMA Medical Benefits Visa Prepaid Card, which can be used and swiped to pay for qualified, out-of-pocket medical expenses including copays and deductibles as well as expenses not covered by health insurance such as **elective procedures, long-term care and home health expenses.**

The owner of the HMA account, whether it be an individual or a family, will make one, monthly contribution towards their HMA account balance. Once the HMA family account reaches the predetermined, target account balance cap, the **monthly HMA account contribution can cease and only small maintenance fees are required** until another medical expense is paid for using the HMA Medical Benefits Account.



**6** The HMA Medical Benefits Visa Prepaid Card is issued by the Bancorp Bank pursuant to a license from the Visa U.S.A Inc. The Bancorp Bank; Member FDIC. Card may not be used everywhere Visa debit cards are accepted. See Cardholder Agreement for list of eligible goods, services and merchants.

# HMA™ Product Options

Product Option	Monthly Cash Contribution	35-Month Total Contribution	Target Account Balance Cap
<b>HMA 2500</b>	<b>\$40.00</b>	<b>\$1,440.00</b>	<b>\$2,500</b>
<b>HMA 5000</b>	<b>\$84.00</b>	<b>\$2,940.00</b>	<b>\$5,000</b>
<b>HMA 7500</b>	<b>\$113.50</b>	<b>\$3,972.50</b>	<b>\$7,500</b>
<b>HMA 10000</b>	<b>\$140.00</b>	<b>\$4,900.00</b>	<b>\$10,000</b>
<b>HMA 15000</b>	<b>\$198.00</b>	<b>\$6,930.00</b>	<b>\$15,000</b>
<b>HMA 20000</b>	<b>\$251.00</b>	<b>\$8,785.00</b>	<b>\$20,000</b>
<b>HMA 25000</b>	<b>\$303.00</b>	<b>\$10,605.00</b>	<b>\$25,000</b>
<b>HMA 30000</b>	<b>\$370.00</b>	<b>\$12,950.00</b>	<b>\$30,000</b>
<b>HMA 40000</b>	<b>\$485.00</b>	<b>\$16,975.00</b>	<b>\$40,000</b>
<b>HMA 50000</b>	<b>\$605.00</b>	<b>\$21,175.00</b>	<b>\$50,000</b>
<b>HMA 60000</b>	<b>\$725.00</b>	<b>\$25,375.00</b>	<b>\$60,000</b>

\* Total contribution amounts assume no prior medical expenses paid for with your HMA Medical Benefits Card.

\* Monthly contribution amounts vary based on the contribution and number of family members on the plan.

\* The HMA 2500 and the HMA 5000 have no additional charges, but starting at the HMA 7500 level additional charges applied are \$5 per month for the first dependent and \$10 additional per month for the second or more dependents.

\* Your monthly payment amount and its corresponding account balance cap can be changed on a monthly basis.

The HMA product options are designed to be flexible in order to accommodate any individuals or families seeking to build a valuable, medical savings account in order to reduce their out-of-pocket, health care expense obligations. Health Matching Account Services is the exclusive provider and **offers a variety of different levels of HMA product options with corresponding account balance caps per participant or family ranging from \$2,500 all the way up to \$60,000.**

These HMA account balances are permitted to carry over year-to-year and can be used to complement a high deductible health insurance plan by covering an increased portion of an individual or family's out-of-pocket, medical expenses including copays and deductibles. HMA participants will also have the **freedom to adjust their monthly contribution amounts and the corresponding target account balance caps as they see fit.**

Once participants begin to hit their target HMA account balance caps, the **individual or family is no longer responsible for contributing towards their HMA account balance (and are only required to pay small maintenance fees).** This will serve to drastically decrease the participant's monthly amount contributed towards the HMA program. The growth of their HMA benefits will allow participants to **increase their underlying, health insurance plan deductibles, which can result in a significant reduction to their out-of-pocket premiums and health care expenses.**

The HMA creates additional health care savings for our customers by giving them the ability to cover a larger portion of out-of-pocket risk than any other medical savings account available.

The HMA Medical Benefits Account pre-funds an individual or family's medical costs into a medical savings account that is awarded a medical benefit crediting, which grows following each monthly, participant contribution. This crediting results in **up to \$2 or more in medical benefits being awarded to the participant's HMA account balance for every \$1 contributed** as the program progresses. The HMA Medical Benefits Account leads to significant health care cost savings for individuals and families.

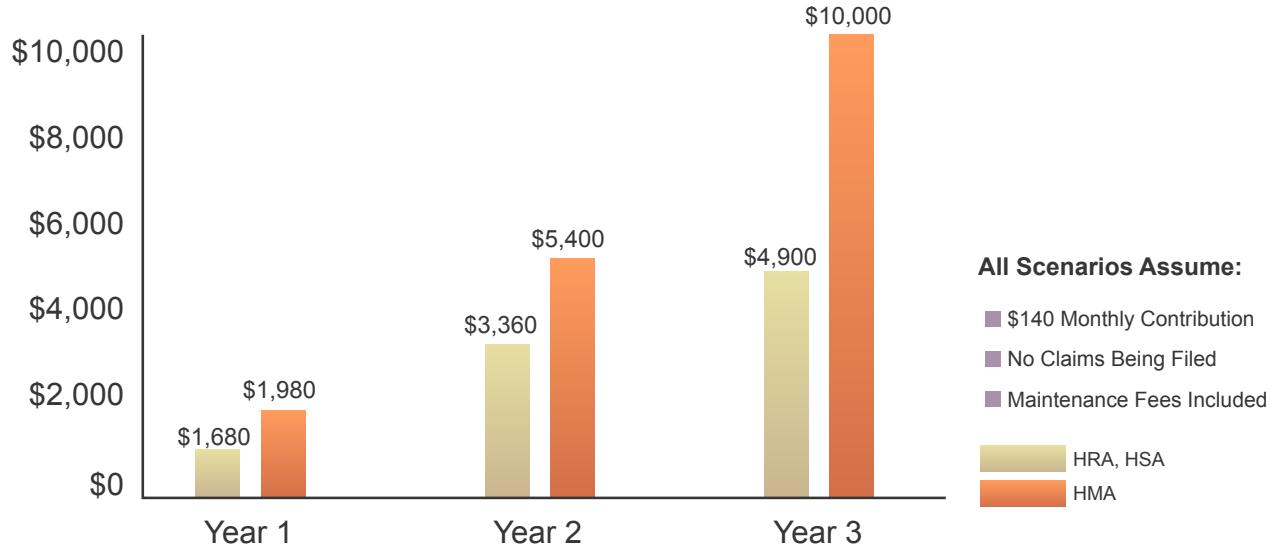
■ Flexible product options can fit any individual or family budget; Ability to scale up or scale down monthly contribution amounts and target account balance caps as needed

■ Individuals and Families can select from several different account balance level maximums ranging from \$2,500- \$60,000

■ No further monthly, participant contributions once HMA account balance reaches target account balance cap (only small maintenance fees are required)

# Why Is The HMA™ The Ultimate Alternative To The HSA?

## Sample Account Balance Growth Per Participant



Individuals who currently own or are considering funding an HSA (Health Savings Account) now have an even better alternative to turn to in the form of the HMA (Health Matching Account). While there are similarities between the two, the HMA sets itself apart in the quality of benefits that it provides. The Health Matching Account (HMA) is a voluntary benefit, medical savings account owned by the participating individual or family. The HMA is exclusively offered by Health Matching Account Services, Inc. and is a non-qualified, excepted benefit funded exclusively by the participant with post-tax dollars.

The HMA Medical Benefits Account pre-funds an individual or family's health care costs into a medical benefit savings account that is awarded a **medical benefit crediting, which grows with each monthly, participant contribution**. HMA participant account balances do carry over annually, and the monthly HMA account balance contributions decrease drastically once the HMA account reaches its target, paid up, account balance cap (only small maintenance fees are required at that point).

Like an HSA, the benefits that accrue in each HMA account balance are designed to reimburse an individual or family's out-of-pocket, medical costs in order to save them money and

complement their high deductible, major-medical plan. Unlike an HSA however, the participant's **HMA account balance can build much faster**. While the HSA generally earns very little annual interest, the HMA credits participants a **guaranteed, medical benefit crediting that grows every month**. In fact, HMA customers will receive up to **\$2 in benefits for every \$1 contributed that will be applied inside of their HMA accounts to be used to pay their out-of-pocket, medical expenses and elective procedures** as the program progresses. This is unheard of with an HSA, which may only earn modest, annual interest at best.

Although the HSA is qualified and the contributions are tax deductible, the HMA medical benefits and crediting far exceeds the value of the tax deduction of the HSA even though the account is non-qualified (contributions are not tax deductible). By opting for an HMA Medical Benefits Account, individuals and families now have the opportunity to fund a superior, medical savings account that will permit them to **increase their health insurance deductibles and lower their out-of-pocket premiums** and expenses much further than an HSA could ever allow for. In addition, the HMA benefits also help to pay for **elective procedures not covered by health insurance as well as home health and long term care expenses** that they may not have been able to afford before.

# Comparing The HSA To The HMA™ Medical Benefits Account

## HSA (Health Savings Account)

- 1** IRS Sec. 125 medical reimbursement account
- 2** Qualified Account; contributions are made pre-tax
- 3** Allows for member balance carry over to the next year
- 4** Provides **little to no interest crediting** on member account balances
- 5** Pays for owner's first-dollar, out-of-pocket, 213(d) medical expenses to complement their underlying, high deductible health insurance plan but **does not cover all elective procedures such as plastic surgery**
- 6** Claims may **devastate value** once account has been built up due to low interest crediting rates on contribution
- 7** Account **incurs withdrawal penalty** if funds are used for non medical purposes
- 8** Contributions only used to grow account balance benefits
- 9** Used to complement high deductible health insurance plans

## HMA (Health Matching Account)

- 1** Voluntary, excepted benefit, **medical benefit savings account**
- 2** **Non-qualified account**; contributions are made post-tax with monthly account crediting that offset the tax benefits of the HSA
- 3** Participant account balances **automatically carry over year-to-year** including all of the additional medical benefits earned through the HMA monthly crediting
- 4** Participant account balances are awarded an additional, monthly, medical benefit crediting that **grows every month** until the individual or family **receives up to \$2 or more in benefits for every \$1 contributed** as the program progresses. Benefits can be used to pay for out-of-pocket, medical expenses
- 5** Payments are provided to the owner to pay for **out of-pocket, medical expenses** including all copays, coinsurance and deductibles; payments are increased compared to the HSA due to the monthly account crediting provided and also covers **elective procedures such as plastic surgery, home health and long-term care expenses**
- 6** Medical claims do not devastate account value because of the superior account balance growth
- 7** Payments made on qualified medical expenses
- 8** In addition to account balance growth, monthly contribution also includes **telemedicine and pharmacy benefits**
- 9** Creates additional savings by allowing individuals and families the ability to increase their underlying, health insurance plan deductibles to **lower their out-of-pocket premiums and medical expenses**

# HSA vs. HMA™ Account Balance Growth Comparison

**Do Not Let The HSA Tax Deductions Fool You!**

**Comparing Account Growth And Tax Benefits**

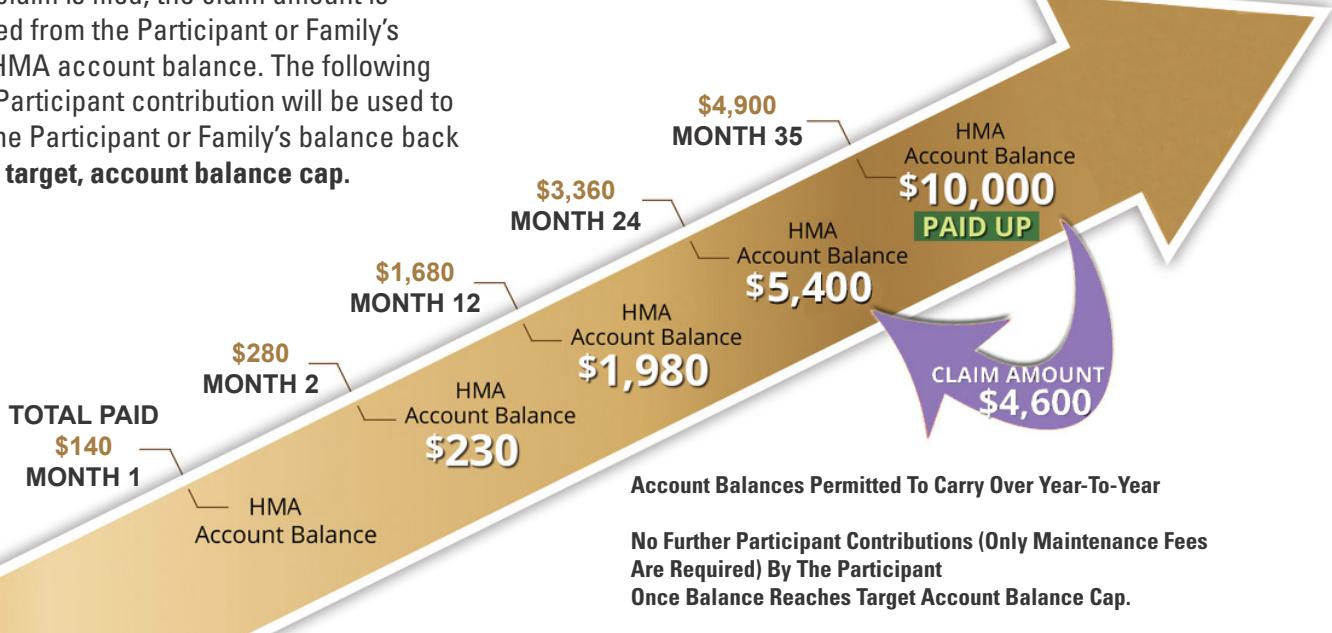
<b>HSA vs. HMA</b>	
<b>Out-Of-Pocket Cost</b>	<b>\$4,900</b>
<b>Net Benefit</b>	<b>\$4,900</b>
<b>Net Cost</b>	<b>\$3,675</b>
<b>Claim Cost</b>	<b>\$3,600</b>
<b>Remaining Balance</b>	<b>\$1,300</b>
<b>Out-Of-Pocket Cost</b>	<b>\$4,900</b>
<b>Net Benefit</b>	<b>\$10,000</b>
<b>Net Cost</b>	<b>\$4,900</b>
<b>Claim Cost</b>	<b>\$3,600</b>
<b>Remaining Balance</b>	<b>\$6,400</b>

## Assumptions:

- \$140 per month HSA (Health Savings Account) /HMA account contribution over 35 months
- 25% Personal income tax bracket
- Net cost of HSA includes 25% tax deduction
- A \$3,600 claim is paid from the HSA or HMA account balance in Month 35 (No prior medical expenses paid for)
- Large claims do not devastate the HMA account balance: The HSA is never more advantageous than the HMA when health care costs are factored in
- The HSA tax deductions do not provide nearly the amount of benefit as the HMA account crediting

## HMA 10000 Level Illustrated

When a claim is filed, the claim amount is subtracted from the Participant or Family's current HMA account balance. The following month's Participant contribution will be used to rebuild the Participant or Family's balance back up to the target, account balance cap.



\*Sample maintenance fees included. Monthly contribution amounts vary based on the number of family members on the plan

# Why Employers Should Offer The HMA™ Medical Benefits Account Program As A Benefit Option For Their Employees



If you are a benevolent employer who is looking for the best way to reduce your employees' health care expenses or one who is currently sponsoring an HRA or HSA, then you should be offering the HMA Medical Benefits Account program, which includes the HMA Medical Benefits Visa Prepaid Card as a voluntary benefit option to your employees. The HMA will serve to help lower both your employees' medical costs as well as your own expenses simultaneously. **The HMA is often referred to as a vanishing health care deductible plan** because the HMA account balance and benefits grow so rapidly that the account can reliably cover any individual or family health insurance deductible in a short amount of time.

By offering the HMA Medical Benefits Account as a voluntary benefit option to your employees, the positive effects will be felt across your organization. Your employees' monthly, HMA account contribution will **receive a medical benefit crediting** that continues to grow every month to increase their HMA account balance value. With the HMA Medical Benefits Account, your employees will be **receiving up to \$2 or more in benefits every month inside of their HMA account balance for every \$1 contributed** as the program progresses that they can use at the point of service to pay for their out-of-pocket, medical expenses including copays and deductibles.

The HMA is an extremely powerful tool because by accumulating these out-of-pocket benefits inside of their HMA accounts, this medical benefit savings account program can help to reduce not only the employees' health

## Why Choose The HMA Medical Benefits Account Program For Your Employees?

- Be viewed as more benevolent by offering the ultimate, medical benefit savings account as a voluntary benefit
- Your employees can more easily afford higher deductible health plans
- Reduce your own risk to health care costs by lowering the cost-sharing burden with your employees
- HMA accounts are portable with employees if they leave your organization

care obligations but the employer's health care costs as well. This is due to the fact that your **employees will now be able to more easily afford higher deductible health plans and cost sharing** since their HMA Medical Benefits Account will be helping to cover significantly more of their out-of-pocket, medical costs. This can directly result in reducing employers' risk to medical expenses by **lessening the cost-sharing burden with their employees**.

The accumulation of benefits easily negates any of the tax benefits in other medical savings accounts like an HSA. The HMA is owned by the employee and will also be **portable with them if they leave your organization**. The HMA Medical Benefits Account Program contains numerous incentives for both employees and employers. The days of simply accepting annual, health care cost increases for your organization can thankfully come to an end as the HMA has now arrived to help not only better manage but dramatically reduce both employer and employees' medical expenses.

## Pharmacy And Telemedicine Discounts Are Included With Your HMA™ Medical Benefits Account

When individuals or families enroll in their HMA Medical Benefits Account, they will also become immediately eligible for additional benefits that come included with the program. Your HMA Medical Benefits Account can also be used to secure valuable, pharmacy drug discounts through the **Health Matching Account Services Rx Program, which will already be embedded on your HMA Medical Benefits Account.** This exclusive, Pharmacy Benefit Manager program provides the lowest wholesale drug prices in the industry and is the ideal complement to the HMA program. It is **only available by enrolling in Health Matching Account Services' products.**

This proprietary program delivers some of the lowest wholesale drug prices in the industry on prescription drugs, diabetic care services and daily living medical products on top of the savings that the HMA already provides. In order to coordinate your primary health insurance plan benefits with your HMA pharmacy discounts, be sure to have your pharmacy **swipe your primary health insurance card first before processing your WellDyne BIN Sponsor Number** located on the back of your HMA Medical Benefits Visa® Prepaid Card. By doing this, you will be able to **choose which pharmacy option is preferable** for you between what your primary health plan offers compared to your Health Matching Account Services Rx Program.

If you do not have a prescription drug discount plan, the price you can secure for prescription drugs

through your HMA Medical Benefits Account with the WellDyne BIN Sponsor Number will be significantly better. If you do already have a prescription drug program that comes included with your health insurance, be sure to compare your pricing options.

The Health Matching Account Services Rx Program has **no eligibility restrictions and may be used in pharmacies nationwide (except at grocery store pharmacies)** through your HMA Medical Benefits Account. Any pharmacy purchases at **grocery stores can be covered on a mail-in reimbursement basis by completing the HMA Reimbursement Claim Form located in the HMA member portal submitting an original, itemized receipt within 30 days of the procedure.**

By becoming an HMA account holder, individuals and families are also eligible to receive **unlimited, monthly telemedicine access with no copays that will come included in your monthly, HMA contribution** through various Health Matching Account Services preferred, telemedicine partners. The telemedicine industry is rapidly growing because it is a safe and efficient way for patients to forgo both lengthy wait times and expensive office visits to address the vast majority of medical conditions. Telemedicine works extremely well for conditions that are non-life threatening and can be easily treated by a doctor, who will be able to prescribe treatment either over the phone or face-to-face on the Internet within 30 minutes. The HMA Medical Benefits Account is a valuable tool that creates savings on medical expenses in a variety of ways for our customers.

## About Us

### Our Mission

At Health Matching Account Services, Inc. we believe one of the key objectives for any successful business is to attain a balance of both happy, healthy employees combined with strong, company financials. We are committed to the development of innovative products to help employers and employees to lower their annual health care expenses significantly.

Our mission is to continually look for ways to offer our clients more affordability without sacrificing quality. We believe taking good care of our clients with the highest level of integrity and products that truly serve their best interests will naturally lead to success.

### About Health Matching Account Services

Health Matching Account Services, Inc. (HMAS) is based in Houston, Texas and is the exclusive provider of Health Matching Reimbursement Account products consisting of the HMRA® program for employers and the HMA™ Medical Benefits Account for individuals and families. Both the HMA and HMRA programs are medical savings account programs that award increasing, monthly, medical benefits to assist both employers and employees in bringing down their first-dollar, out-of-pocket, medical costs. Health Matching Account Services is a privately-managed, financial services company and first-dollar, medical cost-containment company that is committed to bringing down the cost of health care in the group and individual markets.

Health Matching Account Services is expanding its reach and forming partnerships with some of the largest brokers, benefit agencies and administrators all across the country in the ERISA market to promote its revolutionary, Health Matching Reimbursement Account programs, which includes the HMRA program for employers and the HMA Medical Benefits Account for individuals and families. The HMAS Board of Directors and founders bring over a century of experience in the life and health services industry. It is comprised of a CLU (Chartered Life Underwriter) and ChFC (Chartered Financial Consultant) as well as the former Deputy General Counsel for Health and Human Services in Pennsylvania. The founders are former owners of one of the largest independent companies in the southwest United States.

# HMA™ Frequently Asked Questions

## 1 How does Health Matching Account Services award the HMA™ account crediting?

This medical reimbursement product was designed for implementation by **one of the most renowned life and health services actuarial firms in the world today**. Health Matching Accounts utilize in-depth pooling and claims frequency analysis to determine the rate of growth on contributions that can be awarded monthly into member account balances.

The Health Matching Account Services claims exposure is capped at each participant's account balance, and these balances can be used to pay for qualified, 213 (d) medical expenses as well as approved elected procedures up to the HMA account balance at the time of the claim. HMA accounts can be used for medical expenses and contain no cash value. Health Matching Account Services also maintains millions of dollars of its own reserves to back their programs.

## 2 What is the legal overview of the HMA?

The HMA is a medical benefit savings account **governed by the requisites of IRS Publication 969 and 502, as they relate to medical care for reimbursement of medical expenses under IRS Code Section 213(d)**. The HMA medical savings account is considered a **non-qualified, health matching account program**. The reimbursements or payments made to an individual are tax-free given the fact that they were paid with after-tax dollars. The HMA account balances are permitted to carry over year-to-year even if the benefits are not used.

## 3 Does the HMA program require participants to purchase a high deductible health insurance plan?

No. Unlike a traditional Health Savings Account (HSA), the HMA is **not required to be complemented by a high deductible health plan (HDHP)**. In fact, the benefits that build in an individual and family's HMA account balance can provide the vehicle to help grant individuals and families the ability to ease their way into high deductible health plans in order to lower their fixed, monthly premium costs. This is due to the fact that their HMA medical savings account will be covering a larger portion of the owner's out-of-pocket medical expenses. Although the individual or family may choose to have a HDHP, it is not required.

## 4 What happens when the HMA account balance reaches its target cap?

Once the HMA individual or family plan account balance reaches the predetermined, target, account balance, only maintenance fees are required **until a medical claim is filed that uses the HMA Medical Benefits Account as payment**. The owner will once again make their full, HMA account balance contribution the subsequent month following any usage of the HMA Medical Benefits Account to pay for medical expenses.

**5****What if HMA owners want to change their contribution amount or paid-up target account balance?**

The HMA product options are designed to be flexible in order to accommodate anyone seeking to build their own medical savings account and significantly reduce their health care expense obligations by pre-funding their out-of-pocket, health care costs, including copays and deductibles, through the HMA Medical Benefits Account. Health Matching Account Services offers **a variety of different HMA™ contribution programs** with corresponding target account balance caps ranging from \$2,500 all **the way up to \$60,000** per participant or family. If the HMA participant wishes to **decrease or increase both their monthly contribution amount and the corresponding target, HMA account balance cap**, they will be permitted to do so one time per month.

**6****If the Employer is helping to sponsor an employee's HMA account, is the HMA portable with the employee?**

**Yes.** The HMA would be portable in this situation as well as if the individual employee was sponsoring it on their own.

**7****How do I access my HMA benefits for medical expenses?**

Each HMA owner, whether it be a family or individual, will **always be provided with their own personalized HMA Medical Benefits Visa Prepaid Card**, which can be used at the point of service to pay for all qualifying 213 (d) medical expenses.

**8****What medical expenses are covered with my HMA Medical Benefits Account?**

The HMA Medical Benefits Account **covers 213 (d) medical expenses**, which includes pharmacy and drug store purchases as well as doctor and hospital visits, dental, vision and chiropractic among others. HMA account benefits will also **cover elective procedures such as plastic surgery, lasik and fertility as well as long-term care and home health expenses on a mail-in reimbursement basis**. These medical expenses can be covered on a mail-in reimbursement basis **by mailing in proof of the procedure (typically an original, itemized receipt) and the amount of the claim within 30 days of the procedure date in order to qualify for a reimbursement**.

**9****How do I access my HMA pharmacy savings?**

The HMA Medical Benefits Visa Prepaid Card comes included with the proprietary, Health Matching Account Services Rx Program, which will deliver significant saving to our customers on prescription drugs, diabetic care services and daily living medical products among other purchases. To access these savings, account holders will provide their WellDyne BIN, which is located on the back of their card, to the pharmacy at the time of purchase.

In order to coordinate their primary health insurance plan benefits with their HMA pharmacy discounts, our cardholders will have their pharmacy swipe their primary health insurance card first before processing their WellDyne, which is located on the back of the card. By doing this, our customers will be able to choose which pharmacy pricing option is preferable between their primary health insurance plan compared to their HMAS Rx Program. The HMA Medical Benefits Visa Prepaid Card can be swiped at any pharmacy except those at grocery stores. Any pharmacy purchases at grocery stores can be covered on a mail-in reimbursement basis **by mailing in proof of the procedure (typically an original, itemized receipt) and the amount of the claim within 30 days of the procedure date in order to qualify for a reimbursement**.



### Health Matching Accounts Are Proprietary And Patent Protected

By accessing and reviewing the information contained in this brochure, as well as any associated information distributed to you by Health Matching Account Services, Inc. (HMAS), you agree to abide by our non-disclosure and confidentiality provisions contained in our privacy policy. This includes, among other provisions, information related to HMAS-patented products, application and programs, and specifically HMAS' patent as well as any other associated or future patent owned, in whole or in part, by HMAS Services.

Any copying or use of the information contained in the Health Matching Account Services, Inc. products is strictly prohibited and is for the use of HMAS only. If you have any questions regarding HMAS and our privacy policies, please contact us. The Health Matching Account programs (HMA™ and HMRA®) are not insurance products.



1720 Bray Central Dr.  
McKinney, Texas 75069

Proud Partner of The Alliance

For Further Information Contact:

# EXHIBIT “C”

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**IMPORTANT NOTICE - Your Updated HMAS® Medical Benefits ID Card is Attached**

1 message

**customercare@healthmatchingaccounts.com**  
<customercare@healthmatchingaccounts.com>  
To: CLASS MEMBER

Thu, May 9, 2024 at 8:32 PM

Dear Jacques,

Attached is your updated HMAS® Medical Benefits ID Card, designed to make accessing your eligible HMAS® healthcare services smoother and more convenient for you.

Attached to this email, you'll find your personalized HMAS® Medical Benefits ID Card and [click here to access the explanation of how the ID card works](#). This card is your key to hassle-free medical consultations, treatments, and procedures. Please present your HMAS® Medical Benefits ID Card, along with your health insurance card (if applicable) to your healthcare providers and they will call to verify eligibility. For your information, we are no longer using ClaimChoice as a vendor.

Your physical plastic card will be coming shortly. If your mailing address has changed since you enrolled into your HMAS® Program, please login to your online HMAS® Member Portal immediately and click on Name or Address Change to update your mailing address. Your first HMAS® Medical Benefits ID Card is free, but if it gets lost because of a wrong address then there will be a \$5 charge to order a replacement card. A digital copy of your personalized HMAS® Medical Benefits ID Card is also available in your online HMAS® Member Portal, and will be available on your mobile app on May 10, 2024.

Please remember, the HMAS® Program is not a claim reimbursement program so it is critical that you submit your medical providers in your online HMAS® Member Portal in the Member Provider Request tab so we can contact your providers and then notify you when your providers agree to join the HMAS® Program. On the front of the HMAS® Medical Benefits ID Card is the QR Code that your providers will scan to access our HMAS® Provider Portal, making it faster, easier and more convenient for your providers to upload and submit your bill(s), and you'll never have to pay out of pocket again for eligible HMAS® medical services.

The reason why we started the HMAS® Medical Benefits ID card program is so you would never have to pay out of pocket again for your HMAS® eligible medical expenses, but as we progress through the HMAS® medical program, we are always thinking of you, our member, when trying to make our program better. We realize, through your health insurance, that some of our members have zero copayments while other members have copayments that must be paid at the time of service. HMAS® is now accepting medical provider copayment (copay)

reimbursements up to \$50 in your online HMAS® Member Portal for you to upload your eligible, paid receipts.

**Pharmacy Benefit Program:**

Our HMAS® Medical Benefits ID card is being accepted in over 67,000 pharmacies across the country for your prescriptions. The process to use your HMAS® Medical Benefits ID card at your pharmacy of choice is as easy as 1,2,3:

1. Present your HMAS® Medical Benefits ID card to your pharmacy.
2. Your pharmacy will use your HMAS® Medical Benefits ID card to process your payment directly from your HMAS® medical benefit balance.
3. Get your Rx prescription at no out-of-pocket cost to you.

Should you have any questions about your new ID card or need assistance, feel free to reach out to our dedicated customer service team. We're here to help!

Thank you for being a valued member of our HMAS® community with tens of thousands of members strong and growing.

HMAS® your best value for paying eligible medical expenses

Health Matching Account Services

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 [HMA ID Card 05-04-2024\\_20240510023258.pdf](#)  
261K

# EXHIBIT “D”

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**Important HMA® Enhancements! A Must Read!**

2 messages

**Health Matching Account Services** <contactus@healthmatchingaccounts.com>  
 Reply-To: Health Matching Account Services <contactus@healthmatchingaccounts.com>  
 To: CLASS MEMBER

Tue, Oct 10, 2023 at 6:10 PM

Trouble viewing this email? [Read it online](#)

Dear Valued HMA® Member,

As part of our ongoing commitment to provide you with the best possible customer service and make our program better and easier, we have made some important and beneficial enhancements to the HMA® medical claims payment process starting on Thursday, October 12, 2023 that will greatly benefit you. We here at Health Matching Account Services, Inc. (HMAS®) are excited to now take the HMA® program to the next level.

We understand that this change is happening very quickly, but we wanted to make this change to benefit you so you wouldn't have to worry about any more declined transactions or claim reimbursements. As we looked into it, we realized we could make this change very quickly so we decided to act quickly in the best interests of you, our valued member.

These new enhancements to the HMA® program include:

**1. Moving Away From Debit Cards:** On October 12, 2023, HMAS® will introduce our HMA® Medical Benefits ID Card to replace the debit cards. You will shortly be receiving 2 HMA® Member ID cards in the mail with a letter describing how to use your HMA® ID Card, as well as a digital card that will be available in your online HMA® Member Portal on Thursday, October 12, 2023.

**2. How To Use The HMA® Medical Benefits ID Card:** Similar to providing your health insurance card at your medical providers, all you will have to do is present your HMA® Medical Benefits ID Card to your medical providers at the time of service in order for you to access your HMA® medical benefits.

Your medical providers will then use the Eligibility information on the back of your HMA® Medical Benefits ID card to call ClaimChoice at 844-713-2544 in order to verify your available HMA® medical account balance. Please note, the list of covered services has not changed, just the way HMAS® pays claims has changed. HMAS® will work directly with your providers to pay for eligible medical claims, and the billed amount will be deducted from your HMA® medical benefit balance. When the medical provider verifies eligibility, you will not have to pay out of pocket unless you do not have enough available HMA® medical benefits to cover the full amount or it is a non-eligible service under the HMA® Member Contract.

**Example 1:** You incur a \$500 medical bill and have a \$1000 available HMA® medical benefit balance. You will present your new HMA® Medical Benefits ID Card to the provider, and the provider will call

to verify eligibility. Once the service has been performed, there will be no out of pocket charge to you and HMAS® will pay the provider the \$500 to settle the bill, and your available HMA® medical benefit balance will be reduced to \$500.

**Example 2:** You incur a \$500 medical bill and have a \$200 available HMA® medical benefit balance. You will present your new HMA® Medical Benefits ID Card to the provider, and the provider will call to verify eligibility. The provider will charge you the \$300 not covered by the HMA® medical benefit balance, and HMAS® will pay the provider the \$200 that is available from the HMA® medical benefit balance, reducing the available benefits to 1 month's contribution that is required to remain in the HMA® plan at all times in order to keep your plan active with Health Matching Account Services.

**3. No More Claim Reimbursements, Debit Card Declined Transactions And White Listing:** The old HMA® debit card worked a vast majority of the time when it was swiped, but for certain transactions that were not eligible or coded correctly, HMA® members would experience declined transactions. This would necessitate and result in either the member having to submit the claim online through their member portals for reimbursement after they paid for the claim or the customer calling in to our office for us to potentially white list those providers if it was indeed a qualified medical expense that may have been poorly coded in the payment system of the provider causing the debit card to therefore be declined. Those days are now over thanks to the HMA® Medical Benefits ID Card. No more worries about declined transactions or submitting claim reimbursements within 30 days for eligible medical services!

**4. The New HMA® Medical Benefits ID Card Can Be Used At All Types Of Pharmacies, Starting On December 31, 2023:** The old HMA® debit card could be used at standalone pharmacies, but not if they were located in grocery stores or online pharmacies. With the new HMA® Medical Benefits ID Card, you will be able to go to over 600,000 pharmacies across the country starting on December 31, 2023. You will present your HMA® Medical Benefits ID Card at the counter of the pharmacy, and the pharmacy will use the Rx BIN# and customer care phone number on the back of the card to verify the amount of eligible HMA® medical benefits you have to complete the transaction. Until the prescription drug card coverage begins on December 31, 2023, you will use the standard HMAS® practices of uploading your prescription claims through your HMA® member portal as a claim reimbursement until December 31, 2023.

All of these positive medical claim changes will go into effect on Thursday, October 12, 2023. You will be receiving your new HMA® Medical Benefits ID Card in the mail. The cards will be mailed out on October 13, 2023 so you will receive it soon after that, depending upon location. Please be on the lookout for a window envelope with the HMAS® return address. If you do not receive the physical HMA® Medical Benefits ID Card in the mail and you have a medical appointment, you can access and print off the front and back images of the digital HMA® Medical Benefits ID Card in your online member portal to present to your providers.

To recap, these new enhancements will provide significant advantages to you when receiving medical services. You will no longer have issues with declined debit card transactions or paying out of pocket and submitting claim reimbursements within 30 days, except for pharmacy prescription purchases until December 31, 2023. There will be a short video available on your member portal introducing you to the new HMA® Medical Benefits ID Card.

We value your continued trust and partnership. Our objective is to always serve you and we know these changes are the best way to ensure that you receive the most benefit and best experience with the HMAS® program. Thank you for choosing Health Matching Account Services, and we look forward to continuing our meaningful association with you as we work together to transform our industry and change how people think about paying for their medical needs by empowering our members and significantly lowering the cost of health care all across the country.

Many thanks to you, our valued members.

Health Matching Account Services, Inc.

## **HMA® Medical Benefit Program Enhancement**

### **Improved Claim Processing**

<b>NEW HMA® Medical Benefit ID Card</b> Starting October 12, 2023		<b>OLD HMA® Debit Card</b> Before October 12, 2023	
<b>ADVANTAGES</b> 			
Debit Card Declined Transactions	<b>NO</b>	✓	YES 
Online Transactions Prohibited	<b>NO</b>	✓	YES 
Vendor MCC Issues/Whitelisting Providers	<b>NO</b>	✓	YES 
Grocery Store Pharmacy Declined Transactions	<b>NO</b>	✓	YES 
Daily Pharmacy Transaction Limit- 1 Transaction, Max \$500	<b>NO</b>	✓	YES 
Daily Debit Card Transaction Limit- \$3,000 Per Day	<b>NO</b>	✓	YES 
Paying Out-Of-Pocket For Covered Medical Expenses	<b>NO</b>	✓	YES 
Submitting And Uploading Claim Reimbursements	<b>NO</b>	✓	YES 
Paying \$5 For Additional Debit Cards	<b>NO</b>	✓	YES 

As you can see, being an **HMA® Member** just got even better with more **ADVANTAGES** for you.

## Enhanced HMA® Program In 3 Easy Steps

- Members will receive their new HMA® Medical Benefits ID Card in the mail and a digital card will be available in the online HMA® Member Portal on Oct. 12, 2023



- Present your HMA® Medical Benefits ID Card to your medical providers for eligible medical services



- Your medical providers will contact ClaimChoice to verify eligible and available HMA® medical benefits, and process claims. HMAS® will then pay the providers directly and the paid amount will be deducted from your HMA® medical benefit balance.



**\* No Declined Transactions. No Out-of-Pocket Payments. No Claim Reimbursements.**

**\*For eligible medical services under the HMA® Member Contract, up to the eligible HMA® available medical benefit balance. Medical bills that exceed the HMA® available medical benefit balance are the responsibility of the member.**

The HMA® is not health insurance.

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Wed, Oct 11, 2023 at 6:30 AM

To: Health Matching Account Services <[contactus@healthmatchingaccounts.com](mailto:contactus@healthmatchingaccounts.com)>